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The Solicitors' Journal.

LONDON, JULY 4, 1868.

LORD SHAFTESBURY'S BILL for enforcing uniformity of public worship has just been issued. It is designed to carry out the recommendations of the two reports of the Ritual Commissioners, on which we have recently fully commented (*ante* p. 693). The bill may be divided into two parts—first, the part which makes the alterations suggested by the Commissioners on the ornaments of the minister and the ceremonial of the church; and secondly, the part which provides the aggrieved parishioner, who bids fair, we may say, to become as notorious as the irrepressible compounder, with what is ironically called a "speedy and inexpensive" remedy. As to the ornaments of the minister, section 4 provides that—"every minister, when saying in any church the public prayers, shall wear a surplice with sleeves, and, if he think fit, he may wear over such surplice, according to the present customary manner, a plain black silk scarf of such form and description as that now accustomably worn; and if he be a graduate of a university, he may also, if he think fit, wear upon his surplice such hood as by the statutes or ordinances of his university is agreeable to his degree; or, if he is not a graduate, may, if he think fit, wear upon his surplice, instead of a hood, some decent tippet of black. And no minister, when so saying the public prayers, shall wear any other ornament over his surplice, except such scarf, hood, or tippet. If any question arise touching the decency or comeliness of such surplice, or scarf, or hood, or tippet, the same shall be decided by the ordinary in camera." Then follows a proviso excepting cathedral or collegiate churches from the operation of the clause.

This section seems to be framed so as to carry out the recommendations of the commission as to vestments fairly, and if it be possible to legislate men into uniformity of costume by any form of words, the result will probably be sufficiently attained by the words used in it.

With regard to lights and incense, section 5 enacts, in terms through which it will not be easy to "drive a coach and six," that no minister shall "in any at any church at any time during the saying the public prayers use or allow any other person to use lighted candles when they are not needed for the purpose of giving light; or use or allow any other person to use incense." This is sufficiently comprehensive, but we may point out that if construed very strictly the section still leaves it possible for candles to be lighted at the moment of the actual administration of the Communion. The address to each communicant is not a prayer, and whilst the consecrated elements are being delivered no public prayer is being said. However, this would, perhaps be too palpable an evasion of the spirit of the statute to be tolerated, and even if it were, the great object of Lord Shaftesbury's party would, nevertheless, be attained, for lights during the prayer of consecration—the really critical period—would plainly be illegal.

The second part of the bill regulates the "proceedings against ministers before the bishop;" and the various clauses confirm our objections to the commissioners' report. There is to be in all cases a right of appeal to the archbishop (s. 18) if the accused clergyman or his accusers choose to exercise it; and from the archbishop an appeal is to be permitted to the judicial committee (s. 24). The archbishop may, by consent, send the appeal, without hearing it, straight to the judicial committee, who are thereupon at once to proceed to hear and report upon the same (s. 28); and thus one step would be saved. Altogether, however, the machinery of appeal is out of place on these questions of dress and deportment. If any bill is to be passed embodying the commissioners' recommendations it should establish a far simpler and more expeditious procedure. Actual legislation, we presume, is out of the question for the present session, and we hope that the bill, if it is re-introduced next year, will contain a remedy which shall be speedy and inexpensive in reality.

We should add that the punishment proposed by the bill is three months' suspension from duty for each offence. During the suspension of the offending minister the bishop is to appoint a substitute, to be paid out of the income of the church.

THE ACT (31 & 32 Vict. c. 40) entitled "An Act to Amend the Law of Partition," which received the royal ascent on the 25th of June last, will, we hope, be the last step needed to simplify the law of partition of property, as administered by the Court of Chancery. The difficulty of proceeding at common law under the writ *de partitione facienda*, which was abolished by 3 & 4 Will. 4, c. 27, led to resort being had to the Court of Chancery for the purpose of effecting the partition of property; but difficulties and absurdities often arose under the decrees of that Court, whether the partition was in process of being effected by a commission (a most expensive way), or in chambers, according to the recent practice. Thus we find a partition had to be effected in the case of a house, *Turner* v. *Morgan*, 8 Ves. 143, where the defendant complained, but ineffectually, that all the chimneys and all the fireplaces had been allotted to the plaintiff, and in the case of a cold bath, *Warner* v. *Baynes*, Ambl. 489; but we cannot pity parties who are so situated where the obvious course is to buy and sell, but do not avail themselves of it. Section 30 of the Trustee Act, 1860, was a step in the right direction. But in a partition suit where the transaction proves complicated, or the parties disagree as to their respective shares, the obvious remedy was a sale; yet that could not be had except all the parties were *sui juris*, and consented thereto, and where any party was under disability, was out of the question.

The Act before us was intended to obviate this difficulty. It enacts (s. 3) that in a suit for partition, where, if the Act had not been passed, a decree for partition might have been made, then, if it appears to the Court that, by reason of the nature of the property, or of the number of the parties interested or presumptively interested, or of the absence or disability of some of them or of any other circumstance, a sale would be more beneficial than a division of the property, the Court may, on the request of any of them, and notwithstanding the dissent or disability of any others of them, direct a sale accordingly. This gives the Court a very wide discretion to direct a sale in circumstances where it would formerly have been impracticable. A sale, however, is so generally desirable in these cases, and almost, it would seem, desirable in proportion to its impracticability, that there can be little doubt of the enactment being of general public utility. Section 4 is imperative. The Court in any suit for partition shall direct a sale at the request of a moiety or upwards of the parties, unless it see good reason to the contrary.

Section 5 we cannot help thinking goes a little too far. It is, however, discretionary with the Court to act under it. The Court may, if it think fit, direct a sale at the request of any party interested in the property, unless the other parties, or some of them, undertake to purchase his share, and in case of such undertaking

being given, the Court may order a valuation of the share to be made. This last proviso we presume to be intended in part as a safeguard for the protection of the other parties who might otherwise be induced to purchase a single share at an over-value, by the threats of the person interested, that he will cause the whole estate to be sold, unless they come into his terms and pay him his price.

Section 6, authorises interested parties to bid at sales with the leave of the Court.

Section 7 extends the application of the Trustee Act, 1850, section 30, to cases where a sale instead of a division of the property is directed under the Act.

Section 8 applies sections 23, 24 and 25 of the Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120) to money to be received on any sale effected under the Act. These sections, we may remind the reader, provide for money paid to trustees approved of by the Court, or to the Accountant-General, being applied for the redemption of the land tax or discharge of incumbrances, the purchase of other hereditaments, or payment to any person becoming absolutely entitled, and the payment of the interest and dividend in the meantime.

Section 9 provides who shall be parties to partition suits, and parties served with notice of the decree, being bound by the proceedings in the suit.

Section 10, enables the Court to dispose of the costs of particular suits up to the hearing.

Section 11 empowers the Court to make general orders for carrying the purposes of the Act into effect, by incorporating therein sections 9, 10, and 11 of the Chancery Amendment Act, 1858 (21 & 22 Vict. c. 27.)

Section 12 gives the county courts in England jurisdiction where the subject matter of the suit does not exceed £500, subject to the provisions of the County Courts Act, 1865.

The Act, it will be observed, although called in general terms "The Partition Act," has to do solely with partitions effected through the agency of the Court of Chancery, and does not affect the mode of effecting partition *in pais* by application to the Inclosure Commissioners, or in any other way.*

THE CONNECTION between "cheap" and "nasty," from the legal point of view, was illustrated in a case, *Anthony* v. *Bentley and Another*, at the Lambeth County Court on Wednesday. It appears that the defendants, a couple of spinster ladies, had a brother in the last stage of consumption. He was possessed of a little property, including a lease or two, which he wished to make over in some way or other, he did not know how, to his sisters. A solicitor to whom he applied advised him to make a will in their favour. On being asked what the costs would be, the solicitor said, about £4. The brother thought that a large sum and declined to do anything then; he would think about it. He thought a deed of gift would be done cheaper; it would save probate and other duties, and charges which he had a great dislike to paying. After a time he sent for a neighbour, who found him *in extremis*. He wished then to make the long delayed disposition of his property. The neighbour knew the plaintiff as a man often about county courts, and asked him if he knew a lawyer who could be brought immediately to the dying man to make a deed of gift for a trifling sum. The plaintiff introduced some person not in the profession, who drew a deed of gift, which was only just executed when the man died. The plaintiff charged £2 for what he and his friend had done, and the present action was to recover £1 of that money still alleged to be due. It came out in evidence that the deed was so unsatisfactorily drawn that neither head nor tail could be made of it. Three counsel had been consulted, two of whom gave opinions in favour of the validity of the deed, and the third against it. Already the precious document had caused expense to the defendants to the extent of nearly £40, and was likely to cost still more. The judgment was, of course, for the defendants with costs, on the ground of the incompetence of the plaintiff and his friend to do what they had undertaken.

MOST OF OUR READERS who enjoy the works of Dickens will recollect the "City of Eden," in which Martin Chuzzlewit was induced to purchase a lot, and which turned out to be neither more nor less than a swamp. A case of *The Vulcan Oil Company* v. *Simons & Weeks*, an account of which will be found in another column, shows that truth is not at all distanced by fiction. The company in question was got up, and its shares flourished before the eyes of the public in advertisements, stating that "negotiations now pending will place the company in possession of the most successful oil territory in America," &c., &c. The real facts being that of the land purchased by the promoters who got up the company, part had no oil and the rest no existence. The bulk of the land was 3,000 acres, on the "Great Kanawha river," "located in the heart centre of the great oil district of West Virginia," of which one of the promoters afterwards "tersely" remarked that "the efforts to ascertain the location of the land had been unsuccessful; it was useless to look further, there was no such land." The action was brought by the company against the promoters, for the difference, amounting to about 70,000 dols., between the purchase money paid by them, and that paid to them by the company. The result being a verdict for the plaintiffs, which was upheld by the Court of Error. There is a breadth of conception, and a rugged audacity of humour about this concern for which we might search in vain amongst the annals of English company mongering, but if the amount of misrepresentation be measured by the difference between real and advertised value, many English promoters could probably tell tales which would place the English promoter no whit astern of his cousin the American "corporator."

OF THE LIABILITIES OF DIRECTORS OF PUBLIC COMPANIES.

We remarked some weeks ago* upon a case which seemed to us to be an illustration of the well-known doctrine, that the directors of public companies stand, for most purposes, in the same relation to the ordinary shareholders as trustees do to their *cestuis que trust*, and in that character have an equitable right to have recouped to them moneys which they have *bonâ fide* taken up and expended for the purposes of the company. The case of *Turquand* v. *Marshall*, 16 W. R. 719, is an illustration of the same doctrine on a less agreeable side; the conclusion we draw from it being this, that directors are liable to account as trustees for acts done by them in their capacity of directors, which, in the opinion of the Court, amount to breaches of trust.

Turquand v. *Marshall* arose out of the liquidation of the Herefordshire Banking Company. The bank was established in 1836 under a deed of settlement. The concern never prospered, but fell from bad to worse, and was finally ordered to be wound-up in 1863 under the provisions of the Companies Act, 1862. We refer the reader for a fuller account of the bank, and the circumstances under which the catastrophe occurred, to the report of the case in the *Weekly Reporter*. Suffice it here to say, that the concern ought to have gone into liquidation so long ago as 1846, in compliance with a provision to that effect in the deed of settlement, more than one-fourth of the paid-up capital then having been lost. The suit was instituted by the official liquidator, suing on behalf of the company; and the object was to recover from the surviving directors and the personal representatives of deceased directors, damages for losses occasioned to the general body of shareholders by the business having been carried on after, in pursuance of the

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* A decree was made this week under this Act, in the case of Osborn v. Osborn.

* 12 Sol. Jour. 605.

provision in the deed of settlement, it ought to have been discontinued; by bad debts being allowed to remain outstanding, and accounts to be overdrawn; by the publication of false balance-sheets, and the payment of dividends out of capital.

An objection to the frame of the suit, that the company, and not the official liquidator, suing on behalf of the shareholders, should be the plaintiff in the suit for the recovery of corporate assets, depended on the somewhat metaphysical doctrine that the abstract term called a company has a being and an interest apart from the persons who go to make up the company. This objection, however, was disposed of by Lord Romilly, who held in effect that, by the winding-up order the company *qua* company ceases to exist, except for the purposes of the winding-up, and has no longer any interest apart from that of all the persons who compose it, and that the suit, therefore, was correctly instituted in the name of the official liquidator after the winding-up order. The object was of common interest to all the shareholders alike. In a suit so constituted the Court could only take cognizance of breaches of trust affecting the whole body equally. Many misfeasances charged against the directors, the "cooking" of accounts, the payment of dividends out of capital, for instance, unquestionably injured particular shareholders, but could not be said to be uniformly prejudicial to the entire body. To have been paid a dividend out of capital, for instance, might prejudice a continuing shareholder, but would actually benefit a retiring one, who would get a better price for his shares in consequence of the dividend. There was, therefore, no remedy for these wrongs in a suit constituted like the present. It would be open to any shareholder complaining of a particular wrong to take other proceedings against the directors, in which he would have to prove special damage; but in a suit for universal relief, no individual wrongs could be redressed. We come, however, to a branch of the case against the directors, in which the Master of the Rolls was of opinion, that an inquiry might show that the shareholders universally had sustained some loss by the misfeasances of the directors, and an inquiry was directed accordingly. In this case, therefore, the surviving directors and the personal representative of deceased directors were held liable to make good the losses occasioned by their neglect on their part. The inquiry, it is to be observed, went to ascertain what losses had been so incurred since 1846, for lapse of time is no bar in cases of breach of trust.

With reference to another of the charges in respect of which an inquiry was also directed, we cannot do better than quote the words of the judgment:—"Mr. Higgins was elected a director in 1849. He ceased to be a director in July, 1858. During the nine years that he was a director, in open violation of the clause I have read, the directors advanced to him, or allowed him to overdraw his account to an extent amounting to an unsecured balance of £8,000, and he died in 1860 insolvent, owing to the company £8,134 2s. 11d. In my opinion this was a clear breach of trust, and one which the persons who were the directors during those nine years are bound to make good if alive, and which the estates of those who have died are liable to replace. I cannot look upon the acts of the directors as different in this respect from the acts of ordinary trustees. They undertake, for a valuable consideration—a paid salary—to perform a duty for certain persons, and for this purpose they undertake to hold and employ the money of those persons who trust them; one of the promises they make is, that they will not lend the money to any one of themselves without taking such precautions as would in practice have made loss impossible. They do nothing of the sort; they take no precaution, no security, and throw away the money of those who have trusted them, by giving it to one of their own body. Are they not then to make it good? I think they are."

The case will, no doubt, remind our readers of *The Charitable Corporation* v. *Sir Robert Sutton*, 2 Atk. 400. This was a suit by the Charitable Corporation, which was a *mont de piété*, a chartered pawnbroking establishment, against the directors, or committeemen as they were called, and others—fifty in number—to have satisfaction for breaches of trust, fraud, and mismanagement of the concern. It was a similar case to this, but grosser, as the directors in the present case seem to have been guilty of little more than *crassa negligentia*. We observe the following *dicta* of Lord Hardwicke with respect to the duties of a "committeeman," which may come home to some directors of the present day, when to be a director has become a trade or pursuit, irrespective of the qualifications of the director or any special knowledge of the business which he is to conduct.

Gross non-attendance may make him guilty of the breaches of trust committed by others.

Saying that he had no benefit, but that his place was merely honorary, is no excuse for want of diligence.

Where there is supine negligence in a committee, by which a complicated loss has occurred, all are guilty.

It was contended on behalf of the directors of the bank that, as directors, they were agents, and not trustees. They are no doubt agents to those who employ them in the trust to superintend the corporation's affairs, but the fact is that a director is at once an agent and a trustee. He is the agent or delegate of the shareholders, to manage their affairs; he is also a trustee, with regard to the funds entrusted to him, and the confidence reposed in him by the general body. It is a hardship, no doubt, that, as directors act by a board, and the proceedings of a *quorum* are binding, a director may find himself unawares involved in all the consequences of a breach of trust by the misconduct of a majority of his colleagues. It is always open to one who disapproves of the policy of the rest to protest against it, and to warn his colleagues against the danger of the course they are pursuing, and, in extreme cases, to warn the shareholders. By doing so, he would probably exempt himself from the liability incurred by the rest; but few positions can be harder than the position of a director of a company in embarrassed circumstances who disapproves of the course which his colleagues are pursuing, and believes it to be unwarranted by their fiduciary position, yet knows that if he warns the shareholders, or discloses the state of things, he may avoid personal liability, but must ruin the company.

The following are our conclusions from this case which we venture to submit to the reader.

After the winding-up order is made a suit may be properly instituted in the name of the official liquidator to recover from the directors the amount of losses incurred by reason of misfeasances on their part which have injured all the shareholders alike. The directors, however, cannot be made liable in such a suit for distinct acts which have injured particular shareholders, although individual shareholders who have been damnified thereby would be entitled to sue the directors who have done or sanctioned those acts.

With regard to obtaining such relief the position of directors is similar to that of trustees, and the rule, *actio personalis moritur cum personâ* is inapplicable, so that no time is a bar to the remedy, which extends alike to surviving directors and the estates of deceased directors. If this were otherwise; if in fact these cases between directors and the company whose affairs they administer, or between directors and individual shareholders, were to be dealt with on the footing of questions between principal and agent, the remedy would be, comparatively speaking, imperfect, and in the case before us obsolete: the wrongs for which the remedy was sought having been committed more than twenty years before the bill was filed, so that action on the case would not lie, nor action on covenant for not stopping the business in 1846, when more than one-fourth of the capital had been lost. That the rule *actio personalis moritur cum personâ* does not apply in cases of breach of trust is still more strongly shown by a Scotch case, *Davidson* v. *Tulloch*, 3 Macq

783, in which the transaction took place in 1834, and the action was commenced in 1860, when the original parties to the transaction were all dead. And where a fraud had been committed by partners in a bank upon a person, the fact of his having brought an action against the surviving partner does not preclude him from proceeding in equity against the personal representative of the deceased partner (*Rawlins* v. *Wickham*, 7 W. R. 145). Agents even will under certain circumstances be considered as trustees for their principal, and where this is so, lapse of time is no bar to a suit in respect of frauds upon the principal committed by them (*Walsham* v. *Stainton*, 12 W. R. 63).

Rawlins v. *Wickham*, as well as the present case, are authorities for the principle, that in the case of directors or partners non-attendance and neglect of duty are no excuse: and directors who have not attended the board meetings, and neglected their duty, are equally liable with the rest to the consequences of their misconduct.

We have already referred to the distinction between the company and the aggregate of the members who compose it. It may seem a trifling one, but the importance of it will be seen by referring to the case of *The Society of Practical Knowledge* v. *Abbott*, 2 Beav. 559. The bill in that cause was filed by the corporation of that name against the four promoters, or projectors, as they were at that day more properly termed, who had appropriated certain shares in the concern, without paying the full consideration for them, at the time when the four projectors were the only members of the company. The bill impeached this transaction, and sought to make them account to the corporation for the full value of the shares so appropriated by them, the equity of the corporation to this relief, which was granted, proceeding entirely upon the footing of the corporation being a distinct thing from the aggregate of the members composing it.

It only remains for us to refer to the compromise entered into between the official liquidator and one of the directors of all his liabilities as a contributory. This compromise had reference only to his liability as a contributory, and had no reference to his liability as a director to the shareholders of the company. The compromise was in fact in terms restricted to his liability as a contributory; but even if it had extended to his acts as a director, the Court would have directed an inquiry, notwithstanding the compromise, on the subsequent discovery of fraudulent actions, unknown at the time of the compromise. In *Stainton* v. *The Carron Company*, 12 W. R. 1120, the House of Lords held, after a compromise in a suit had been entered into, with the sanction of the Court, between the representatives of an agent of a company and the company, in respect of accounts between them, that on the subsequent discovery of a fraud committed by the agent, the company ceased to be bound by the compromise.

ON THE REMEDIES OF UNPAID VENDORS TO RAILWAY COMPANIES.

The man who has sold land to a railway company, who have taken possession, but not paid for it, feels himself aggrieved when he is told by them that, since he has sold his land to a railway company, he is to be deprived of the ordinary vendor's lien, because the enforcement of it would affect the interests of the public, who have a statutory right to travel over the land which once was his, but in exchange for which he has got nothing. That is the general argument used in these cases. It is, however, certain that the vendor's lien is paramount to the so-called interests of the public, who have a right, it is true, to travel over the line when made, but whose right does not come into existence until the line is made and opened. These great corporations obtain their statutory powers of taking land and making their railways upon certain conditions. One of these conditions is, that they must pay for the land which they take. How they pay for it, is a matter of private arrangement between themselves and the vendor; but until his claim is satisfied, his lien, which is an inherent equitable right, attaches to the land. When that condition is not fulfilled it does not lie in the mouth of the managers of railway companies to contend that the public right of user is paramount to the private interests which they have set at nought. It will not be forgotten that the unpaid vendor is not deprived of his ordinary vendor's lien by accepting a bond and deposit under section 85 of the Lands Clauses Act, unless in the improbable event of the deposited sum exceeding the amount ultimately found due to him for purchase money and compensation money. This was decided in *Walker* v. *The Ware Railway Company*, 14 W. R. 158, L. R. 1 Eq. 195. The usual course taken by vendors under such circumstances is to file a bill for specific performance, praying for a declaration of lien for the amount of purchase and compensation money, and for a sale in default of payment. We believe the most that such a bill has hitherto produced in the court of Vice-Chancellor Stuart has been a decree for specific performance and payment of purchase money, and a declaration of lien until the purchase-money has been paid; although the Master of the Rolls has, in at least two cases—*Walker* v. *The Ware Railway Company*, and *Raper* v. *The Crystal Palace and South London Junction Railway Company*, 16 W. R. 413, gone further, and directed a sale in default of payment within three months. A sale being directed, the question arises what can be sold under the decree? Putting superfluous lands out of the question, has a railway company a saleable interest in its lands? They are vested in the company for the purposes of the undertaking. The railway is in fact a public highway, made by a corporation, who are empowered to take tolls from travellers on it. Everybody has a right to travel on a railway with engines and carriages of his own, on paying the proper toll for so doing, and observing the rules and regulations of the company in that behalf, the modern practice of the company furnishing conveyances and motive power being not that which was contemplated when railways were first made in England. *In Re Bishops Waltham Railway Company*, 15 W. R. 96, 2 L. R. Ch. 384, which was an appeal from an order for sale made by the Master of the Rolls under 27 & 28 Vict. c. 112, s. 4, on the petition of a judgment creditor, Lord Cairns, L.J., is reported to have said: "Surely the railway is not saleable, and if you wish to enforce your judgment against the tolls, this is not the proper course of proceeding"; and an inquiry was directed what the interest of the company was in the property found by the inquisition. A sale of the lands of a railway company was directed, it is true, upon the petition of a judgment creditor, who had extended the lands, *Re Hull and Hornsea Railway Company*, 14 W. R. 758, where, however, it seems to have been assumed that the claim would be satisfied by a sale of the superfluous lands; so that the necessity of considering whether the railway stations, and permanent portion of the undertaking could be sold, did not arise.

It appears, then, that the Vice-Chancellor does not feel himself at liberty, under ordinary circumstances, to do more than make a declaration of the plaintiff's lien, useless as it may be, without the consequential relief of sale in default of payment, injunction, or receiver; while the Master of the Rolls, on the other hand, has gone further, and ordered a sale, in default of payment within a limited period. In all these cases, as we believe, the railway has been open for public traffic, so that the so-called rights of the public may be said to intervene. Where the railway is yet unopened, the result will be different. In the case of *Williams* v. *The Great Eastern Railway Company*, 16 W. R. 821, Vice-Chancellor Stuart, in the autumn of last year, had made a decree similar to the decree usually made by him in these cases, directing payment of principal and interest within fourteen days, and declaring that the plain-

tiff was entitled to a lien. The defendant company took no notice of this decree. The plaintiff accordingly presented a petition, praying that the property might be sold in default of payment. The Vice-Chancellor said: "The defendants have raised a question of indulgence; but the Court cannot grant indulgence to one of two parties at the expense of the other; and a railway company has no more right to indulgence than an ordinary vendor. It is no help to the defendants' case, that they say that they are in difficulties and cannot raise the money," and directed a sale in default of payment within one month.

It is hard to avoid showing some tenderness to a purchaser who would pay if he could, though we doubt if all railway companies fall within that class; and in addition to this, there will be this dilemma in many of these cases, that the Court must either to some extent sacrifice the statutory right of the public to the claim of the vendor, or the equitable right of the vendor to the right of the public: for it cannot be safely assumed, where the undertaking is sold, that the purchaser will carry it on exactly as before without interfering with the public right of user, nor can the company delegate its statutory powers of taking tolls, &c., to a purchaser, unless authorised to do so by an Act of Parliament; and it would be impossible to find a purchaser to enter into a contract of sale on the presumption that the Legislature would confer on him the necessary powers. The power and privileges of a railway company are vested in the corporation, and not inherent in the undertaking, so as to pass with it when sold.

It is to be observed, however, that in the present case the Vice-Chancellor probably felt himself justified in going somewhat further than he has hitherto gone, by the circumstance that the undertaking was virtually abandoned, and that the company had no use for the land, so that the public right of user did not enter into the question.

It appears from *The Bishop of Winchester* v. *The Mid-Hants Railway Company*, 16 W. R. 72, following *Cosens* v. *The Bognor Railway Company*, L. R. 2 Eq. 594, 14 W. R. 1002, that his Honour will not go so far where the undertaking is open to the public, at any rate, in the first instance; and it must be remembered that the usual result of the decree is, that the purchase-money is provided somehow or other. We shall wait with some interest to see whether his Honour, when the usual decree has failed to have any effect, will feel himself at liberty to make the same order, in the case of an undertaking opened for public traffic, as he has done in the present case.

We must call the reader's attention to the course pursued by Vice-Chancellor Malins on a recent occasion, not yet reported. We refer to *Wing* v. *The Tottenham and Hampstead Junction Railway Company*. A motion by the plaintiff in this suit was heard by his Honour on the 19th ult. for the sale of certain land taken by the company and contracted to be purchased for £10,000, £4,000 odd of which had been paid. The suit was for specific performance of the contract, and a decree was made, and on the certificate an order for payment within three months, which had expired; and the plaintiff now moved, under the usual liberty to apply. Mr. Townsend, for the company, urged that if the order was made it would be nugatory, as a similar order made by the Master of the Rolls had been: no one would purchase a railway. The defendants had offered to allow the sale of such part as was not covered by the railway, if the money was not paid in a fortnight. The railway was partly in cutting and partly an embankment. His Honour was of opinion that no difference should be made between the case of an ordinary vendor and purchaser and a railway company, and as the plaintiff's right was clear, there must be an order for sale of the land, or so much as was necessary to pay the balance due, with subsequent interest and the costs of this application.

We think that few will regret the course pursued by his Honour in upholding the rights of the unpaid vendor. The evil is a grievous one, now that the country is in so many places intersected with unfinished railroads, carried over land which has not been paid for, and never will be paid for, unless the course so taken by his Honour be pursued in other instances. It is true that the land, unless where the railway was designed to be on a level, is in many cases rendered almost valueless by the operations of excavators; but be that as it may, justice requires that it should be sold for what it will fetch, and the vendors' ordinary lien and right to consequential relief recognised no less where the purchaser is a railway company than in any other case.

RECENT DECISIONS.

EQUITY.

Appointment of Receiver in Chambers.

Booth v. *Coulton*, L. J. 16 W. R. 683.

We believe that it has hitherto been the practice, where an application for a receiver is made for the first time in a suit commenced by bill, that it should be made in court. But when an application is made to supply the place of a receiver already appointed, and whose place has became vacant by death or other cause, it may be made in chambers (*Grote* v. *Bing*, 9 Ha. App. 50). Cases where the application is made by consent are an exception to the rule, and it may then be made in chambers; and in *Blackborough* v. *Ravenhill*, 1 W. R. 51, Vice-Chancellor Stuart is reported to have said that the proper course would have been to proceed by summons.

The ordinary rule of practice at the present day we find laid down in 2 Daniel, Chan. Prac. 1571, to be this, that the application must be made by motion, and cannot be made upon summons in chambers in the first instance. The Lords Justices have, however, in the case before us, departed from the rule which has been considered as settled since *Grote* v. *Bing*, and have affirmed an order made personally in chambers by Vice-Chancellor Stuart appointing a receiver in the cause. The suit was for the administration of a testator's estate, and an order had been made in it seven years ago, under which the trustees of the will were to receive the rents and profits, and pass their accounts, and pay in the balances found due from them half-yearly. The order so affirmed by the Lords Justices was an order made on the application of some of the *cestuis que trust* for the appointment of a receiver. It was the first appointment of a receiver in the cause, and, as we have already said, was made in chambers by the judge in person. It is well known that the Master of the Rolls and Vice-Chancellors are in the habit of entertaining in chambers a variety of applications not among those mentioned by name in the 15 & 16 Vict. c. 80, s. 26, but of a character akin to them. Many of the matters in respect of which these applications may be made will be found mentioned in the note upon this section of the Act: Morgan's Chancery Acts and Orders, *ad loc.* That the practice should have so long remained unchanged somewhat surprises us, when we consider the object of the Act, which was to save delay and expense in the proceedings under its jurisdiction, and the latitude given by it to the judge, empowering him to dispose of applications falling within the classes there enumerated, as well as "such other matters as each such judge may from time to time see fit, or as may from time to time be directed by any general order of the Lord Chancellor." The rules of the 10th of October, 1852, which were agreed upon in concert by the Master of the Rolls and the Vice-Chancellors, will be found in Morgan's Chancery Acts and Orders, note to 15 & 16 Vict. c. 80, s. 26. The matter, in fact, was strictly one relating to the management of property, and is within the 26th section of the Act. Had it been a question of the right to property it would have been otherwise. It

was contended by the appellants that the order appointing a receiver was an order of the trustees, and amounted to an injunction restraining them from acting, it being not the practice to grant injunctions in chambers; but the trustees were, in fact, merely officers of the Court, acting under the decree, and it would be difficult to say why, except on the most technical grounds, a trustee under such circumstances might not be removed, on cause being shown, as well as a receiver, by order in chambers.

CONSENT OF CESTUI QUE TRUST TO CHANGES OF INVESTMENT.

Stevens v. *Robertson*, V.C.S., 16 W. R. 724.

The common trust for investment and power to vary securities in settlements of personal property requires, as everybody must know, that changes of investment are to be made with the consent in writing of the person for the time being entitled to the enjoyment of the property. Where consent is required it must be given previously to or at the time of the change of investment; for as the consent is required as a check upon the trustees, a subsequent consent, when the mischief may be done, is evidently unavailing (Williams on Personal Property, 266); and this is stated on the authority of three cases, besides being, as we venture to think, in accordance with reason and common sense. The case of *Bateman* v. *Davis*, 3 Mad. 98, where the subsequent consent of the wife was held to be insufficient, was commented upon by the Vice-Chancellor in his judgment. In *Wiles* v. *Gresham*, 2 W. R. 355, 2 Dr. 258, it was held that the wife's subsequent consent to a debt of the husband remaining outstanding on his bond could not have a retrospective effect, because her consent was given after the happening of events which made her cease to be a free agent. So at common law, in *Greenham* v. *Gibbeson*, 10 Bing. 363, 374, the Court of Common Pleas held that the previous consent of both the trustees of a lease was essential to the validity of the transfer where their consent was required by the terms of the trust. It is obvious, however, that what is meant by consent in these cases is precisely what was pointed out by the Vice-Chancellor,—namely, that where the consent of a *cestui que trust* is required to an investment, it means that the *cestui que trust* is to be consulted about the investment, and, having been consulted, and the approval having been given, it is immaterial whether the consent is previous or subsequent, the consent here being the mere clerical act of confirming, by the signature of a document, the understanding which trustee and *cestui que trust* had arrived at previously to the change of investment.

It is needless to observe that every prudent trustee will, where consent of the *cestui que trust* is required, obtain it in the form required by the deed of settlement, before making the change of investment to which the consent is a necessary preliminary; where, however, he does not do so, but relies on the good understanding between himself and the *cestui que trust*, it appears from the present case that the irregularity can be cured at any subsequent time by the proper parties assenting to the transaction. We are not, of course, referring to cases where the consent is in terms required to be previous; but only to cases where consent simply is required. It appears also that where a change of investment has been made without proper consent there will often be a disposition on the part of the trustee to cure, as he supposes, the irregularity by obtaining a subsequent consent. Subsequent consent, however, as appears from *Bateman* v. *Davis*, will be unavailing, where the consenting party, owing to any pressure upon his judgment, or any other circumstances, is not a free agent. This also seems to have been the reason why in *Wiles* v. *Gresham* the wife's consent was held not to be retrospective. Consent is obviously no consent unless the consenting party be a free agent. Where he has been consulted about and has virtually approved of the proposed investment beforehand, the terms of the trust will be satisfied by an after consent; where he has not been consulted about or approved of the investment, but has freely given his consent to it subsequently, we submit that his consent would be treated as retrospective. There is, however, an irregularity in either case which will often lead to inconvenience and litigation; and the present case, although the litigation proved unsuccessful, shows that trustees cannot be too careful in following the letter of their trust deed in their dealings with the *cestui que trust*. They had committed what was *prima facie* an irregularity, which led to the filing of the bill. It proved that no irregularity sufficient to support the bill had been committed by them, and the bill was dismissed, but without costs, so that they suffered to some extent for the irregularity.

NO TIME A BAR TO DEMANDS ARISING OUT OF BREACHES OF TRUST.

Brittlebank v. *Goodwin*, V.C.G., 16 W. R. 690.

The statutes for the limitation of actions and suits and the rules of the Court of Chancery founded on or analogous to those statutes do not, as is well known, apply to cases of breach of trust. These statutes do not take away the right of the complainant, but only his remedy; they are, as Lord Kenyon is reported to have called them, statutes of repose enacted for the benefit of society and to prevent persons from being worried by stale demands; they were never intended, or at any rate have never been held (with an exception to which we mean presently to refer), to apply to cases where the remedy which is sought for is in respect of a breach of trust. The statutes were intended to apply to matters of business, and not of confidence, to the relation of debtor and creditor, and not that of trustee and *cestui que trust*. The creditor, if he allows the statutable period to go by, loses his remedy; but no length of time is permitted to bar the remedy in matters of trust. We do not mean to say that in matters of trust the complainant is exempted from using reasonable diligence in prosecuting his claim; in his case, as in every other, *laches* on his part will impair or destroy his right to relief, but if he show reasonable alacrity he will not be put out of court by the fact that six years or twenty years, or whatever the period may be, has elapsed since his right of action arose. Grant that the injured party proceeds with reasonable diligence, and his claim will be sustained, not only against the defaulting trustee, but against the assets of the defaulting trustee in the hands of his legal personal representatives.

In the case before us a trustee had committed a breach of trust in permitting a sum of money to be lent contrary to the trusts declared of it. Of course the money was lost, and the *cestuis que trust*, or some of them, filed a bill against the representatives of the trustee for an account of the money thus misappropriated. Without stating the circumstances, which will be found fully stated in the *Weekly Reporter*, suffice it to say that the loan took place in 1818, and the bill was filed forty-eight years after, in 1866. The delay on the plaintiff's part was accounted for. Vice-Chancellor Giffard held, in an elaborate judgment, in accordance with the authorities, that the defendants were not entitled to set up the Statute of Limitation as a bar to the claim in respect of the breach of trust. We observe that the right of the *cestui que trust* in these cases is not at all affected by the death of the trustee, but that after his death those who take his assets are liable to the extent of those assets to answer just as he would, if living, have been bound to answer.

The leading case on this subject is *Obee* v. *Bishop*, 8 W. R. 102, 1 D. F. & J. 137, a very similar case to the present. A person took out administration to a deceased trustee in 1838, and died in 1841, leaving an executrix, who thus became legal personal representative of the deceased trustee. The Lords Justices held, in a suit insti-

tuted against the executrix by one of the *cestuis que trust* of the deceased trustee, that she could not avail herself of any defence founded upon the Statutes of Limitation in respect of misappropriations committed by the deceased trustee, and an account was directed against her as such executrix, not limited to six years previous to filing the bill.

So, in *Story* v. *Gape*, 2 Jur. N. S. 706, the settlement made in 1807 recited the transfer of some stock by the husband to the trustees. The stock was never transferred —the trustees died—the husband, who should have transferred the stock, died insolvent. The Court was of opinion that a bill filed in 1855 by a child of the marriage, who attained twenty-one in 1839, was not too late, and declared the estate of the deceased trustees liable for their *laches* in not getting in the stock.

Maitland v. *Bateman*, 16 Sim. 233, *note*, was as follows:—M. on his marriage, in 1820, covenanted with his trustees to pay £10,000. Of course he did not pay it, and died without having paid it in 1836. His widow filed a bill against Bateman, the surviving trustee, praying for a declaration that Bateman ought to have called in the £10,000, and for a decree that he should pay that sum. The Court directed an inquiry whether M. was at any time subsequently to the covenant of ability to pay £10,000, or any and what part thereof. On the Master reporting that he was at no time of ability to pay more than £4,200, Vice-Chancellor Knight-Bruce declared that Bateman had committed a breach of trust, but that he was not liable to pay more than £4,200 in respect of it, and ordered him to pay £4,200 into court, with interest from M.'s death.

Where, however, as in *Spickernell* v. *Hotham*, Kay, 669, there is a covenant to transfer stock to the trustees of a settlement, the stock being the property of the covenantor, and the transfer is never made, it seems that a specialty debt and not a trust is created, and that time does run against the trustees with whom the covenant is made.

There is a class of anomalous cases to which we must refer, as they form an exception to the rule stated above. A breach of trust *primâ facie* creates but a simple contract debt, and the Courts in Ireland have held that the right of a simple contract creditor so created was barred by the Statute of Limitations: *Dunne* v. *Doran*, 13 Ir. Eq. Rep. 545; *Brereton* v. *Hutchinson*, 2 Ir. Ch. Rep. 361; *Newport* v. *Bryan*, 5 Ir. Ch. Rep. 119. But as we have already said, these cases are anomalous, and we believe they have not been followed in the English Courts. At any rate their authority will not be upheld against that of the Lords Justices in *Obee* v. *Bishop* (*ubi. sup.*). A debt arising out of a breach of trust remains of the same character, notwithstanding the death of the trustee; and the liability attaches to his legal personal representatives at his death to the same extent as it did previously to him, and continues to do so, irrespective of lapse of time, until it be satisfied. So also where a person appropriates stock or money with notice of a trust affecting it, time is no bar to his liability: *Coxwell* v. *Franklinsky*, 12 W. R. 1072.

The reader will remember a somewhat similar case recently decided upon these principles by the Master of the Rolls. We refer to *Butler* v. *Carter*, 16 W. R. 389, L. R. 5 Eq. 276. In that case there was an ultimate trust in favour of a trustee, who had permitted a breach of trust to occur, by allowing a tenant for life to set possession of the trust fund. Although the loss had occurred by the laches of the trustee, it was held nevertheless that his legal personal representation has a right to compel the estate of the tenant for life to refuse the money.

It must not be forgotten that although time is no bar to the liability of a trustee, the claimant must use due diligence in prosecuting his claim, or he will get no help from the Court. All that the Court does, is to hold that, in cases of breach of trust, the remedy is not taken away by the mere lapse of six or twenty years, as the case may be. Where the claimant lies by and does not assert his rights the case is different, as in *Bright* v. *Legerton*, 2 De F. & J. 606, where gross *laches* for twenty years was held to disentitle a *cestui que trust* to relief.

COMMON LAW.

Evidence—Negligence.

Ayles v. *The South Eastern Railway Company*, 16 W. R. 709.

A new question as to evidence of negligence by a railway company arose in this case. The plaintiff brought the action for injuries sustained by him whilst travelling as a passenger upon their railway, in consequence of the train in which he was travelling having been run into by another train. No evidence was given as to the ownership of the train which caused the injury, and it was contended by the defendants that in the absence of all evidence there was no presumption that the train belonged to them. They argued that other companies had running powers over their line, and even private persons might run trains over it, and, therefore, it could not be presumed that any particular train on the line belonged to them, unless there was some evidence to that effect.

The question, as stated by Kelly, C.B., was "whether, when one train runs into another, when on the line of a particular company, it is not to be presumed, in the absence of any evidence being given to the contrary, that the offending train is, if not the property of, at all events under the direction and control of, the company on whose line it was when the accident occurred." It was held that there was a presumption in such a case that the offending train was either the property of or under the management of the company upon whose line the accident occurred. The judgment of Kelly, C.B., which was concurred in by the other members of the court, is based upon the principle that even if railway companies have running powers over lines which do not belong to them, yet they can only pass along the line of another railway company under the authority of and by previous arrangements with that company, and therefore the company whose line is thus used has a complete knowledge of all the arrangements which have been made. "The train that caused the damage must therefore either have been the train of the defendant's company, in which case no doubt they are liable, or the train of some other company running on their line by arrangement with them, and therefore it lay upon them to show that the mischief was caused by some act or negligence, if negligence there was, over which they had no control."

This seems to be the most reasonable conclusion that could have been arrived at, as it would always be easy for a railway company to prove if such were the case that a train causing a collision upon their line was not their property or under their control. The rule that the mere fact of the occurrence of an accident is not, except in some few cases, even *prima facie* evidence of negligence, is now apparently well established; and this rule throws difficulty enough in the way of a plaintiff, without any further extension of the principle. The question on whom should the *onus* of proof be cast in any given case is a mere question of expediency, and when all the information is in the hands of one only of the parties it seems clear that the burthen of proof should be on that party.

Separation Deed—Desertion of Wife.

Crabbe v. *Crabbe*, Div., 16 W. R. 650.

Although separation deeds made between a husband and wife are by no means uncommon, and are frequently the means of bringing about amicably arrangements between married people which would otherwise have to be transacted in the Divorce Court, the law regards such contracts in some respects as being contrary to public policy, and refuses, in certain cases, to give full effect to

their provisions. In the Divorce Court they are considered void altogether so far as they purport to relieve the parties to them from the duty of cohabitation.

In *Crabbe* v. *Crabbe* a husband had lived apart from his wife for two years under a separation deed, and had also committed adultery, and it was argued, in a suit for dissolution of marriage by the wife that the deed was utterly void as if it had never existed, and that therefore the husband had no legal excuse for living apart from his wife, and that he might be said to have deserted her. The Court held, as might be anticipated, that, although the deed was in some senses void, the separation of the husband and wife was nevertheless entirely voluntary, and, being with the concurrence of the wife, could not be said in any sense to be a desertion.

It is not correct, therefore, to say that a separation deed is void, even in the Divorce Court. It is no bar to a suit by either party for a restitution of conjugal rights, and in that sense it is void; but it may be, and usually would be, the best possible evidence of an agreement between a husband wife to live apart, and would, therefore, be a complete answer to a charge of desertion against either of the parties to the deed.

Taxation of Costs—Practice.

Bell v. *Aitken & Others*, C. P., 16 W. R. 704.

A point of practice as to the taxation of costs was decided in this case, and may be usefully noticed here. The defendant in the action resided at Stockport, and the case was tried in London where the plaintiff had laid the venue. The defendant's country attorney attended during the trial. A verdict was found for the defendant, and he claimed to be allowed on taxation the costs of the attendance in London of his country attorney. The Court of Common Pleas, upon an appeal from the decision of the master held that in ordinary cases two attorneys should not be charged for, as one was usually sufficient, but that it was a question for the discretion of the master in each case whether such costs should be allowed. It might sometimes be extremely desirable that the country attorney should be present at the trial of an important case, and it is certainly well that there should be no fixed rule on such matters, where there is such an endless variety of circumstances upon which the taxing-master's decision has to be given.

Stock Exchange—Contract for sale of Shares—Privity of Contract.

Shephard v. *Murphy*, Ch. App.(Ir.), 16 W. R. 948.

Shephard v. *Murphy* is one of the most important of the many cases which have been decided during the last two years, upon the effect of contracts for the sale of shares made in the usual manner upon the London Stock Exchange. The facts were as follows:—The plaintiff through his brokers sold on account some *Ocerend & Gurney* shares to one Kennedy, a stock jobber, who sold an equal number of such shares to the brokers of the defendant, and passed the defendant's name to the plantiff in the usual way. At the proper time the plaintiff executed, at Kennedy's direction, a transfer of these shares to the defendant, and handed the transfer and the share certificates to the defendant's brokers, who thereupon paid the purchase money. The defendant never registered this transfer, and the plaintiff in consequence remained upon the register of shareholders, and was compelled to pay some calls that were subsequently made upon the shares. The plaintiff then filed a petition in the Court of Chancery in Ireland, against the defendant, praying for specific performance of a contract for the purchase of these shares, and also for an indemnity. The cause was heard by the Vice-Chancellor of Ireland, who, on the 15th of last December, decided that the plaintiff had not established any ground for relief against the defendant, as he had not shown that the original contract with Kennedy was assigned to the plaintiff or that a new contract had been created between the plaintiff and the defendant. Acting on this view of the case the Vice-Chancellor, after examining very fully all the authorities upon the subject, dismissed the petition. We have already noticed this decision (*ante* 338), and we pointed out how well it agreed with the judgments in *Grissell* v. *Bristowe* (16 W. R. C. P 428), and *Paine* v. *Hutchinson* (L. R. 3 Eq. 257, since affirmed upon appeal 16 W. R. 554). These three decisions seemed to establish that on sale of shares through various jobbers in the ordinary way on the London Stock Exchange, there is no privity of contract at law or in equity between the first vendor (the owner of the shares) and the ultimate purchaser by virtue of the mere contract of sale, although of course a new contract might be created between those parties after they had been directly put into communication with one another. Up to this point the cases were in harmony, but the decision in *Shephard* v. *Murphy*, on appeal, has destroyed this agreement. The Lord Chancellor of Ireland and Lord Justice Christian have reversed the decision of the Vice-Chancellor in this case, and have held that the plaintiff in *Shephard* v. *Murphy* was entitled to the relief against the defendant for which he prayed. The judgments delivered upon this occasion are somewhat lengthy, because it was necessary to examine, as in the court below, into a question of fact, whether there was proof of an agency. This, however, does not in any way affect the more important points involved. The Lord Chancellor bases his judgment upon the fact that there is a usage upon the Stock Exchange that when a jobber sells shares which he has bought, and passes a name and settles for the price with his vendor, he is from that time out of the contract altogether, and it becomes a contract between the owner of the shares who is desirous of selling, and the person whose name is passed and who is desirous of buying, the shares; and that the defendant was well aware of this usage, and therefore bound by it. He says—"I conclude, therefore, that they" (*i.e.*, the plaintiff and defendant) "dealt on the basis of that usage, which accordingly is to be interposed in and to form part of the contract;" and if it was part of the usage that Kennedy should be altogether excluded under the circumstances from the original contract, and the owner of the shares interposed in his place, then those were the terms of the defendant's contract, and by that contract he is liable in the events which have happened to indemnify the plaintiff.

It will be remembered that this question of knowledge of the usage of the Stock Exchange has not hitherto been much discussed in the reported cases. In *Grissell* v. *Bristowe* (16 W. R. 428), the majority of the Court held that the usage which it was attempted to establish in that case was not established by the evidence, and if it had been proved would have been unreasonable. In *Shephard* v. *Murphy* the evidence was considered sufficient to prove the alleged usage, and as there was also evidence to prove that the defendant was well acquainted with that usage, it followed that he was bound thereby, as no question of reasonableness of a usage can arise, except where it is sought to make it affect persons who are, in fact, ignorant of its existence.

The judgment of Lord Justice Christian is based on the same grounds as that of the Lord Chancellor, viz., that the usage must be considered part of the contract. He does not expressly notice the fact that the defendant must have had full knowledge of that usage, but he apparently assumes this in holding that the parties "contracted in subjection to the established usage of the Stock Exchange." He says that "the *chose in action*," (*i.e.*, the first contract of sale to Kennedy) "was put an end to by the operation of the Stock Exchange usage the moment Kennedy produced Shephard with his scrip certificate and transfer deed executed, and a state of things was at once constituted, by which . . . . Murphy promised to accept those instruments on the terms of the original contract without more, and the relation of vendor and vendee was constituted between

the transferor and the transferee." As the defendant's liability is thus made to depend upon the terms of his original contract of purchase, and not upon any subsequently created contract between himself and the transferor, it is not of any importance whether the transfer deed was accepted or not by the defendant. Lord Justice Christian says, "as to the respondent's not having accepted the deed of transfer, it is perfectly immaterial whether he is fixed with the acceptance of it or with the duty of accepting it, for then his non-acceptance was his own voluntary default." The decision in *Shephard* v. *Murphy* rests, therefore, entirly upon the ground that a usage of the Stock-Exchange was proved, of which the defendant was cognizant, that so altered the liabilities which would have been created at common law by such a contract as the one in terms made between the defendant and Kennedy, that a new contract in fact arose between the plaintiff and the defendant upon the defendant's, name being passed to the plaintiff. This very much conflicts with the decisions, although perhaps not necessarily with the reasoning, in *Grissell* v. *Bristowe*, *Coles* v. *Bristowe* (16 W. R. Ch. 690), and *Paine* v. *Hutchinson*. The fact that the cases on this important subject, the sale of shares, do not more agree with one another is an additional reason for the wish that we have before expressed that the whole question may speedily be brought before the House of Lords, which, as the ultimate court of appeal, is the only tribunal which can set litigation on this subject at rest.

BANKRUPTCY ACT, 1861—SECTION 192—COMPOSITION DEED.

Sowry v. *Law*, Q. B., 16 W. R., 725.

A curious change has taken place during the last few years in the attitude of the Courts towards deeds made under section 192 of the Bankruptcy Act, 1861. When this Act was first passed there was an inclination to construe all such deeds very strictly, and any that contained provisions that appeared to the Court to be unreasonable were held to be invalid as against non-assenting creditors. This was clearly an unsatisfactory principle to go upon, and the Courts gradually began to incline to hold all provisions to be reasonable which the statutory majority had thought to be reasonable, provided only that there was no inequality between the assenting and the non-assenting creditors. Of course if the assenting were in any better position than the non-assenting creditors, the deed would be invalid as against this latter class. At last, in *Bailey* v. *Bowen* (Q. B. 16 W. R. 396), the Court of Queen's Bench decided, following *King's case* (*Re the Richmond Hill Hotel Company, Limited*, 16 W. R. Ch. 57), that the Court would refuse to consider the question of reasonableness, and would only examine if all creditors were put upon an equal footing. We commented upon this case (*ante* 422), and pointed out the importance of such a decision. The case of *Sowry* v. *Law* illustrates very well the way in which cases on creditors deeds, under section 192 of the Bankruptcy Act, 1861, are now dealt with. In this case the debtor executed a composition deed with his creditors, and covenanted with those who executed the deed that he would pay the composition, and he further covenanted with a trustee that he would pay to him the composition due to the non-assenting creditors. It was objected to the deed that there was here a clear inequality, as the assenting creditors would have a right of action in their own names against the debtor for the amount of the composition, while the non-assenting creditors could only sue in the name of the trustee, and might be compelled by him to give security before thus using his name. It was not denied that this inequality existed between the two classes of creditors, but the Court thought that the effect of such inequality was so trifling that it was not sufficient to render the deed invalid. This decision really goes a little further than that of *Bailey* v. *Bowen*, and shows that even an inequality between the different classes of creditors will not render the deed invalid unless it be of a substantial character.

NEGLIGENCE.

Smith v. *The London and St. Katherine Docks Company*, C.P., 16 W. R. 728.

It has been decided over and over again that if the owner of land or buildings invites a person to come upon them and neglects to take care that they are in a safe condition, he is liable in damages for any injury which the person so invited may suffer from the insecure state of the premises. In *Chapman* v. *Rothwell* (E. B. & E. 168), it was held that if a shopkeeper opens a shop and knowingly allows the passage to it from the street to be in an unsafe condition, he will be liable for an injury caused to one of his customers, because, having invited people to enter his shop, he is bound to render the entrance reasonably safe. It is not material in what manner the invitation is given, whether by an express request to come upon the premises, or by one implied from acts or to be gathered from the terms of a contract.

It has also been often decided that if a landowner giving a mere licence to anyone to go over his land or buildings, the licensee must take advantage of the permission at his own peril, and cannot hold the owner liable for any damage caused by the insecure state of the premises. *Gautreat* v. *Egerton* (15 W. R. 638) is the latest instance of a decision of this kind. Of course, *à fortiori*, a person coming on land without the leave of the owner has no right of action for any damage he may suffer thereby, as he is a mere trespasser.

These principles are well ascertained and invariably acted upon, but, as is so frequently the case in law, it is not always easy to say under which principle a particular state of facts should be held to fall. In *Indermaur* v. *Dames*, 14 W. R. 586, in Ex. Ch., 15 W. R. 434, the defendant contracted with a gasfitter to fit up certain gasfittings, and the servant of the gasfitter whilst performing this contract met with an accident in consequence of the dangerous state of the premises, and it was held that the servant was entitled to recover damages from the defendant for the consequences of the accident. This decision, no doubt, fell within the principles which had before been enunciated, but no reported case had yet gone so far.

In *Smith* v. *The London and St. Katherine's Dock Company* the law has again received a further development. The plaintiff going on private business to an officer on board a ship in the defendants' docks fell into the water, and was injured in consequence of the negligent way in which the gangway, the only approach to the ship, was arranged. It was argued that he could not recover damages, as there was no invitation to him from the defendants, but the Court held that the action could be maintained, as there was an invitation by the defendants to all those who had business to transact with the crews of vessels in the docks to come on board such vessels, and that the defendants were consequently liable to the plaintiff. This case has again somewhat extended the application of the law of negligence, and deserves notice on this account from all who are interested in the steady growth and development of this branch of our law.

LORD MAYOR'S COURT — FOREIGN ATTACHMENT—ACCOUNT STATED.

Brenan v. *Crawley; Mexican Railway Company, Garnishees.*

The case of *The Lord Mayor, &c., of the City of London* v. *Cox* (H. L. 16 W. R. 44), which we noticed a short time ago (*ante* 194) settled the law as to the jurisdiction of the Mayor's Court in the city of London. Before this decision a very extensive jurisdiction in the matter of foreign attachment had been claimed by the Mayor's Court, and although the Court could only try causes of action arising within the city of London, yet the

right of foreign attachment was claimed in cases where the original cause of action was not within the jurisdiction of the Court. This claim was held to be invalid by the House of Lords in *The Lord Mayor of London, &c.*, v. *Cox*, and it was decided by that case that the process of foreign attachment can only be duly resorted to when the cause of action arose within the jurisdiction of the Court; and that a debt due from a third person to the defendant cannot be attached unless the debt accrued within the city, or the party is resident within the city. In *Brenan* v. *Crawley* an attempt was made to obtain the benefit of the custom of foreign attachment, by setting up an account stated within the city in respect of certain claims which accrued out of the jurisdiction of the city as a fresh cause of action. An account stated is usually an admission of a sum of money being due from the defendant to the plaintiff, and is then merely evidence of that amount being owed by the defendant to the plaintiff. Such an admission, however important it may be as evidence of the existence of a former cause of action, creates no new right of action. If, however, two persons having cross claims against one another meet and set off one item against another, and then agree upon a certain balance due from the one to the other, this agreement may give rise to a new right of action for the balance so found to be due. The Court held in *Brenan* v. *Crawley* that in order to give the Mayor's Court jurisdiction it was necessary to show an account stated of this latter kind, and that as the evidence only showed a mere admission of a debt which accrued out of the city of London, the Mayor's Court had no jurisdiction to issue a foreign attachment. The point decided only concerned the true nature and effect of an account stated, but it incidentally involved the question of jurisdiction decided by *The Mayor, &c., of London* v. *Cox*.

COURTS.

PRIVY COUNCIL.

(Present.—The Master of the Rolls, Kelly, C.B., Sir J. Colvile, Sir E. V. Williams, and Sir L. Peel.)

July 3.—*Dismissal of Appeals.*

Seven appeals were put into the list to be disposed of.

Lord Romilly said the seven appeals had been pending a considerable time, and nothing had been done to proceed to hearing.

The Registrar (Mr. Reeves) reported that notice had been given to both sides that they would be put into the list for disposal.

Their Lordships decreed the dismissal of the seven appeals.

COURT OF CHANCERY.

Lords Justices.

Business of the Court.

Lord Justice Wood stated that their Lordships would not sit on Monday next, as they would on that day be sitting at the Privy Council.

June 24.—*St. Aubyn* v. *Smart.*

This was an appeal from a decision of Vice-Chancellor Malins, which is reported 16 W. R. 394, the question being as to the liability of Mr. John Smart, a solicitor, for a sum of nearly £600, which had been received on behalf of a client by Mr. Smart's former partner, Mr. John Edward Buller, who misapplied the money and absconded. The Vice-Chancellor held that the money had been received by Mr. Buller on behalf of the firm, and that Mr. Smart was therefore liable to make it good.

Mr. Smart appealed.

Cotton, Q.C., and *N. R. Smart*, for the appellant.

Glasse, Q.C., and *G. O. Edwards*, for the plaintiff, were not called on.

Their Lordships agreed with the Vice-Chancellor, and dismissed the appeal with costs.

Vice-Chancellor Malins.

Yesterday (Friday) morning Vice-Chancellor Malins, addressing the Bar, said, he observed he had been reported to have said that he should not sit after the 3rd of August. This was a gross error. The day he had named was the 5th of August. It would have been very improper for him to have stated that which had been attributed to him; and he hoped the inaccuracy would be corrected.

COUNTY COURTS.

LAMBETH.

(Before J. Pitt Taylor, Esq., Judge.)

June 30.—*Moore and Moore* v. *Bradford.*

The pianoforte trade—Agreements on the hire and purchase system.

The plaintiffs, pianoforte makers, brought this action in *detinue* to recover possession of an instrument lent to the defendant on terms embodied in an agreement. The value of the instrument was put at £37 16s.

The defendant contended, in the form of a set-off, that he had paid £29 on account, and the balance of £8 16s. he paid into court.

Mr. Pitt Taylor pointed out that to pay money into court in an action in *detinue* was to admit the demand, and as the defendant had not had legal advice it would be better to allow him to withdraw his payment and his plea. Or he would amend the particulars of demand by adding a count for goods sold.

The plaintiff's manager refused to allow the count for goods sold to be added. He preferred to rely on his own agreement.

The defendant's plea and payment were then withdrawn, and the case proceeded as in *detinue* only.

The agreement was put in, signed only by the defendant, who agreed to pay £1 10s. per month for the hire, and if he continued his payments until the value of the instrument was paid, it would then become his property. The document was unstamped and was, challenged by Mr. Richard Davis (for defendant) on that ground. The plaintiffs contended that it required no stamp, saying that at Somerset House the officials refused to stamp that and similar ones. The agreement portion of the document related only to a month's hire, and as that was only £1 10s. it required no stamp.

Mr. Pitt Taylor ultimately said he should decline at present to deal with the question of stamp. The document appeared to be an agreement to hire convertible into a sale. It was a clumsily drawn document, and such a one as might get the plaintiffs into a good deal of trouble. Their manager had, however, insisted on dealing with the matter purely as an action in *detinue*. In cases of this kind where nearly the whole value had been paid, and the plaintiffs then, instead of accepting the balance then remaining unpaid, sought with the utmost pertinacity to recover the instrument back, they must furnish the most exact proof that they had complied with the law. It was necessary that they should prove a demand and a refusal: they had failed to do that, and must therefore be nonsuited.

GENERAL CORRESPONDENCE.

Intermediate Examination.

Sir,—I would feel obliged for information on the following points:—Are any prizes awarded at this as at the final examination? And ought a solicitor to supply his clerk with the books in which the latter will be examined.

July 2, 1868. Twang.

County Court Advocacy.

Sir,—In the last issue of your journal you state that "at the Bromley County Court the question recently arose whether attorney's costs should be allowed where counsel was employed, and the attorney was represented by his clerk. The judge (Mr. Lonsdale) allowed the costs." Now, sir, as I have been present for some months past at every sitting of the Bromley County Court, I am in a position to say that no counsel has appeared in any case, nor has any such point arisen as the one you mention. I shall esteem it a favour, therefore, to know to what you refer, and the date of the decision. J. A. Alsop.

[Our statement has to be corrected in this particular:—The decision in question took place at the *Dartford* County Court, on the same circuit. We may add that Mr. Lonsdale,

after allowing the costs, as stated by us, subsequently disallowed them on being informed that the attorney was not on the roll of the court, which of course leaves unaffected the previous decision upon the attendance question. The matter is expected to come before the court again.—Ed. S. J.]

The New Law Courts.

Sir,—As you have printed and commented on Mr. Barry's protest, I, as an old subscriber to your journal, and as the brother of the architect who has been appointed, beg to enclose you the accompanying remarks upon the subject, which you can perhaps find space for in your next publication.

There is not, I believe, the slightest reason to suppose that the decision which the Government has come to will be reversed, but it is as well that your professional readers and the public should know that there is much to be said in answer to Mr. Barry's statements.

If I am rightly informed, the officers of the various departments, who are to occupy the new buildings, are anything but unanimous in their approval of Mr. Barry's proposed internal arrangements. A very strong protest against them has been sent in by the Probate and Divorce departments.

Thos. H. Street.

27, Lincoln's-Inn-Fields, London, W.C.
29th June, 1868.

"*The New Law Courts*—Some remarks on Mr. E. M. Barry's protest against the appointment of Mr. Street as architect."

The protest against the decision of the Treasury in the case of the New Law Courts, which has been prepared by Mr. E. M. Barry, is a most incomplete and very one-sided statement of facts.

In order to prove this, it is necessary to recapitulate what has passed. The instructions issued to the competing architects in April, 1866, were very strict in three points, viz. (i.) extent of site, which was generally understood to be a block 700 feet by 510 feet, but as to which there was so much doubt, that Mr. Barry took a frontage of about 30 feet more than Mr. Street, to the very great advantage of his plan; (ii) the arrangement of courts and offices, which was said to be of vital importance, and which was to be treated as "superseding, *so far as they may conflict*" [no further] "all considerations of architectural effect; and (iii.) cost, as to which the instructions said, "An independent surveyor will be named to test estimates," and "*the comparative cost of carrying out each design will be an important element in determining the competition.*"

The designs were sent in in January, 1867, and, in order to aid the Judges of Design in arriving at a conclusion, *three separate investigations* were carried on by direction of the Royal Commission:—

(a) A joint-committee of Bar and solicitors was appointed to examine and report on the plans, and to prepare certain recommendations and resolutions which should be binding on the architect who was employed to prepare the final plan. This was the most important inquiry of all.

(b) The designs as to each department were laid before the judges and officers of that department, and their opinion was asked as to the comparative merits of the various plans in detail.

(c) In December, 1866, two gentlemen (Messrs. Shaw and Pownall) were employed to make an independent investigation, and report upon all the plans. They examined the plans and reported on them; and *a few days after they had reported as surveyors*, they were added to the number of the Judges of Design, and the inevitable consequence was that these two gentlemen stood apparently pledged to their report, which was mainly in Mr. Barry's favour, without having seen the Report of the Barristers' and Solicitors' Committee, or the Reports of the Heads of Departments, or the estimate of the comparative cost of the plans.

It is on this one preliminary report, to the *entire exclusion* of the others, that the whole of Mr. Barry's protest is founded; and he appears to consider that it has a special value and importance over and above that which attaches to the other reports which were presented to the Judges of Design and indeed that it has so much force as to be binding both on the Judges of Design, and even—now that the whole competition has come to an end—upon the Government. In short, that the real decision in this competition was arrived at and announced by Messrs. Shaw and Pownall before they were even appointed Judges of Design, and without leaving to the other eminent men appointed to be Judges of Design any opportunity of exercising their powers.

Mr. Barry has rested his case on this preliminary report for the very obvious reason that it is, as he says, much in his favour. Yet it is to be observed that—to take one instance—even Messrs. Shaw and Pownall were unable to commend the extraordinary arrangement of the Probate department proposed by Mr. Barry, and that if, as certainly must have been the case, he was compelled to move this enormous fire-proof department from the centre of the building above the Central Hall, where he had placed it, to some safer and more accessible position, he would have been compelled at once to alter the whole arrangement of his plan, and to reduce largely the spaces for light and air, which he had obtained by stowing away in an impracticable place this large section of the building.

If Mr. Barry's plan is examined in connection with the recommendations of the Bar and attorneys' committee, and the resolutions founded on them and agreed to by the commission, it will at once be found that it no longer stands in the position which he claims for it upon the strength of the other report. They expressly condemn in his case—(1) The level of the central hall; (2) its very complicated plan; (3) the position of the Courts of Chancery (Mr. Barry's is the only plan of the eleven condemned in this most important particular); (4) the lack of provision for ingress and egress from both sides of the courts; (5) the position of the bar rooms; (6) the position and the level of the rooms appropriated to attorneys; (7) the position of the offices of the Probate Court, which has been placed they say "by Mr. Barry, in the centre of the building, so as to increase the concourse of persons into that part to an extent which, in the opinion of the officers of the probate department, but cannot interfere with the general utility of the building."

Finally the commission protest warmly against the portion of Messrs. Shaw and Pownall's report referred to in Mr. Barry's protest, which condems the plan of the courts in Mr. Street's and Mr. Waterhouse's schemes, and resolve that their arrangements are properly made in order to secure greater quiet in the Courts, and that, so far from being defective, they are really better than the rest.

This important report and the resolutions found on it, form the data on which the selected architect now has to proceed in preparing the final plan.

It need hardly be said that it is altogether unfavourable to Mr. Barry's plan,—far more so than it is to Mr. Street's, and opposed, therefore, *in toto*, to the spirit of the report of Messrs. Shaw and Pownall, which, in point of fact, it supersedes.

It is necessary next to examine the report of the officers of the various courts and offices. They may be supposed to know what they require, and each office was furnished with a copy of so much of the plans as referred to it. The results of their report, when examined carefully, are startlingly different from those at which Messrs. Shaw and Pownall arrived. They report in the case of Mr. Barry on thirty-seven offices; of these they consider the arrangement, &c., of nine to be good, those of ten to be moderate, and those of eighteen bad. In the case of Mr. Street's plan they report twelve good, twelve moderate, and eleven bad. So that judged by the reports of men who ought to have been able to form a very good opinion, Mr. Street's plan was more convenient than Mr. Barry's.

Finally, Mr. Barry has entirely ignored the surveyor's estimate of cost, and for a very obvious reason. Mr. Gardiner, the surveyor employed by the Treasury, reports that Mr. Street's design could be executed for £87,000 less than Mr. Barry's, so that on this head, which was to be "an important element in determing the competition," Mr. Street possesses a great, clear, and incontestable superiority over Mr. Barry.

The judges of design bracketed the designs of Mr. Street and Mr. Barry as equal. They could not decide (so their chairman said in the House of Commons) to which to give the preference. But this must have been because they sent in their award before they had received Mr. Gardiner's estimate as to cost; for as the merits of the two plans were, in their opinion, equal before that estimate was seen, it is clear that they ceased to be so after its presentation, and that Mr. Street was fairly entitled to the position which has now been accorded to him.

It remains to observe that when Mr. Barry asserts that his plan was selected "for what he had done," and Mr. Street's "for what he might yet do," he makes an entirely

misleading statement. He knows—as, indeed, all the competing architects knew from the first—that after the competition was over a "final plan" would have to be prepared, founded on the resolutions which the commission came to after an examination of all the schemes. These resolutions were so entirely hostile to Mr. Barry's plan, that if he had been appointed architect he must have rearranged every part of it from one end to the other.

Mr. Barry adopts the somewhat extraordinary assumption, that in a building of this magnitude and purpose architectural merit is of comparitively little importance. On the contrary, he ought to know that whilst most men of intelligence and good ability, if they have definite instructions, can plan a fairly convenient building, it is given to comparatively few to be able to clothe their plans with really noble architectural features. If this can be done without extravagant outlay, so much the better; and it is worth remark, therefore, that Mr. Gardiner's estimate of the cost of Mr. Street's design is not only so much lower than that of Mr. Barry's, as has been stated, but that he estimates its cost, per cubic foot, at a lower rate than the designs of all the other competitors, except Mr. Abraham and Mr. Garling. So that Mr. Street has not only earned the judges' award for having produced the design which "has the greatest merit as an architectural composition," but he has done so, according to the Government surveyor, at a most moderate rate of cost."

[The separate report of Messrs. Shaw and Pownall, and those of the Committee of Bar and Solicitors, and the officers, are equally beside the question. Our own opinion, expressed last week, to which we adhere, coincides with that of Mr. Lowe, as we understand his late speech—viz., that the Government had better have carried out the spirit of the instructions to the competing architects. We are referring solely to the estimate given by the judges of the submitted designs, and expressing no opinion of our own as to their merits.—Ed. S. J.]

Sir,—The results of the published accounts of the eighteen principal railway companies for the year 1867, as compared with 1866, show a decreased profit to ordinary shareholders of £453,819, thus arrived at, viz.—Increase in receipts for year 1867, as compared with 1866, £973,462; increase in working expenses, £748,185; ditto loan interest, £264,606; ditto guaranteed preference, £414,456; loss, £453,819. The ordinary capital bearing dividend at 31st December, 1867, was £147,889,742, or £4,211,803 more than at December, 1866. The dividend on this increased amount would represent a further sum of about £180,000.

June 27. H. E. Bird.

APPOINTMENTS.

Mr. Thomas Hugh Oldman, solicitor, Gainsborough, has been appointed coroner for the Kirton-in-Lindsey district, in the county of Lincolnshire. Mr. Oldman, who was certificated in Hilary Term, 1857, is also clerk to the magistrates for Gainsborough.

Mr. Robert Greenhow, of Dover, has been appointed a commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 26.—*The Representation of the People (Ireland) Bill* was read a first time.

The Voters in Disfranchised Boroughs Bill was read a third time and passed.

The Established Church (Ireland) Bill.—Adjourned debate on the second reading.

June 29.—*The Fairs Bill* was read a second time.

The Established Church (Ireland) Bill.—Adjourned debate on the second reading. The Bill was lost by a majority of 192 to 97.

The Judgments Extension Bill.—Lord Chelmsford explained the object of this Bill, which was to render the judgments or decrees of certain Courts in England, Scotland, and Ireland effectual in all parts of the United Kingdom. At present, if a creditor recovered a judgment in one part of the United Kingdom and the debtor withdrew to another part, the judgment could not be made effectual, but the creditor was compelled, if he wished to follow his debtor, to commence a fresh action and obtain another judgment in that part of the kingdom to which the debtor had retired. Prior to the year 1857 several Bills were introduced into the other House to alter this unsatisfactory state of things, but all those measures were rejected in consequence of a fear prevalent among the Irish members that the jurisdiction of the Irish Courts would be unduly interfered with. No change has been attempted since 1857 until the present session, when the present Bill was brought into the House of Commons, and referred to a select committee, among the members of which were the late and the present Attorney-General for Ireland, and the late and the present Lord Advocate Ultimately it passed the lower House without any division at all.

The Lord Chancellor saw no objection to the measure, which would really tend to consolidate the three different portions of the kingdom by making a judgment obtained in one applicable to the other two.

The Bill was read a second time.

The Representation of the People (Ireland) Bill was read a second time.

June 30.—The *Consecration of Churchyards Act* (1867) *Amendment Bill.*—The Commons' amendments to this Bill were considered, and on the motion of the Bishop of Oxford were agreed to, with the exception of one extending the exemption from fees to public cemeteries, to which he objected, on the ground that bishops' officers ought not to be expected to sacrifice their fees in such cases.

The Representation of the People (Scotland) Bill.—The clauses were agreed to in Committee, and the bill ordered to be reported with amendments.

The Vagrant Act Amendment Bill was read a second time.

The Liquidation Bill.—Lord Westbury, in moving that this Bill be read a second time, explained that it was designed to facilitate the division of securities among creditors without taking them into the market, and thereby reducing their value until they had to be sold at low and perhaps nominal prices. The distribution was to be made under a scheme prepared by the liquidators, and sanctioned by the Court of Chancery. Another portion of the Bill related to creditors holding securities by way of mortgage or pledge, and provided for the realization of property so held.

The Lord Chancellor said the cases to which this Bill applied were of a very exceptional and peculiar kind, and he believed his noble and learned friend was correct in stating that it would be utterly impossible to conduct and finally execute the winding-up of such cases without the aid of some exceptional power unknown to the common law and inapplicable to ordinary cases. As the Bill was to be confined to the peculiar cases referred to, it ought, in his opinion, to receive their lordships' assent.

The Bill was then read a second time.

July 2.—*The Boundary Bill.*—In Committee clauses 1, 2, 3 were agreed to. On clause 4 the debate was adjourned.

The Judgments Extension Bill passed through Committee.

HOUSE OF COMMONS.

June 26.—*The Bank Holidays and Bills of Exchange Bill.*—Committee.—Mr. Alderman Lusk moved, but afterwards withdrew, a clause providing that the day after Christmas-day be kept as a bank holiday.

The clauses were agreed to; on the schedule an amendment to except Scotland was negatived, and the Bill passed through committee.

June 29.—*The New Law Courts.*—Mr. Goldsmid moved that a select committee be appointed to inquire into the recent appointments of architects for public buildings.

Mr Gladstone said that in his opinion the Government were perfectly free from blame in the course they had taken with reference to the difficult question with which they had to deal, and he could only express his regret that he and those who acted with him had so entirely failed in rendering to the Government that aid which it was their duty to afford them upon this matter. To appoint a committee upon this subject would be to re-open from the beginning an operation which had been found to be extremely laborious and complicated, and to recommence the labour with even less chance of arriving at a final arrangement than they had when the matter was first started.

Mr. Lowe agreed that it would be improper to re-open

this question from the beginning by appointing a select committee. The Government had missed their way in the matter. He thought the instructions did amount to some kind of contract between the competitors and the Government. It seemed to him that the Government were wrong in concluding that they were set perfectly at liberty by the failure of the judges to make an award, and that the whole proceedings had been rendered void *ab initio*. He contended that although the judges had not given such a decision as was expected of them, that fact did not relieve the Government from all the obligations they had entered into with the architects, who had incurred great expense and had been guilty of no fault. Under the circumstances it was the duty of the Government to fulfil the contract as far as possible, or as a lawyer would say, *cy pres*, because they were bound by what they had done themselves as well as by what the judges had done within their legitimate authority. It was true that the failure of the judges did not give Mr. Barry a right to bring an action at law against the Government, but, at the same time, the Government were in good faith bound, and in some degree also by law, to stand by their contract. In all the principal things which the instructors contemplated Mr. Barry was thought by these professional judges to have succeeded. But, although the judges did not give effect to this report by recommending Mr. Barry's plan, the Government would have done rightly and wisely if they has selected it, because the points upon which the selection was to turn had been best accomplished by Mr. Barry. The Lord Chancellor, in another place, said that the competition having failed or miscarried, it became the duty of the Government to undertake the responsibility of saying who should be the architect. But how did the competition miscarry? Not through the fault of those who were prejudiced by the selection of the Government. The effect of what had occurred was not only to throw discredit upon the Government, but to put an end to the system of architectural competition. The object of competition was to get the best man, but the effect of what had occurred was to prevent the best man from coming forward. The very highest authority on this subject, Lord Cranworth, who, as Lord Chancellor, signed the instructions to the architects, stated in another place that the instructions were to attend almost exclusively to matters of internal accommodation, convenience, and arrangement. Lord Cranworth, like himself, was personally unacquainted with Mr. Barry, but, like him, argued this subject not on the question of merits but of Government faith.

Sir. R. Palmer said,—The competing architects knew that every kind of merit was desired, but that if architectural effect conflicted with utility the latter would be preferred. The contract of the Government with the architects was to submit their plans for a consideration of their relative merits to the appointed judges, who were in no sense agents of the Government, and if they failed to report one competitor as better than all the rest, they had no power to bind the Government by any opinion which they might have expressed, and in common sense, as well as in law, the matter was wholly at large. You could not for a particular purpose detach a particular opinion from its context, and adduce that for a purpose for which the judges never brought it forward; you could not base anything upon the unauthoritative expressions of opinion of those who had failed in their character of judges. The conclusion must be that, although on the whole they thought Mr. Barry's design was best, yet it was not so much better than the others, in respect of those essential points of internal arrangement and utility as to warrant them in giving him the preference. It was notorious that on that subject Messrs. Shaw and Pownall were not at one with the committee of the profession, of the Bar, and of solicitors, the very persons who best knew what was wanted, from whom emanated the instructions, and who preferred the designs of a competitor not named by the judges.

Mr. Tite suggested that the equity courts should be built on the Lincoln's Inn site by Mr. Street, and the common law courts on the river site by Mr. Barry.

Mr. M. Chambers thought the decision of the Government very unsatisfactory, and that the case was eminently one for a select committee. He took occasion to advocate the river site.

The motion was negatived by a majority of 90 to 45.

June 30.—*The Revenue Offices Disabilities Removal Bill*, bestowing the franchise on these officers. The House decided by a majority of (79 to 4,) on going into committee on this bill. The bill then passed through Committee.

The Larceny and Embezzlement Bill was committed *pro forma*.

Mr. Mill's *Municipal Corporation Bill*. Adjourned debate on the second reading. The bill was negatived without a devision.

The Assignees of Marine Policies Bill, passed through committee *pro formâ*, clauses being added by Mr. Candlish and Mr. Cave, to be printed.

The Bankruptcy Act (1861) *Amendment Bill*, in committee. The clauses up to clause 6 were agreed to; clauses 7 and 8, providing that no person should be enabled to declare himself a bankrupt, unless he either paid a dividend of 5s. in the pound, or a meeting of his creditors allowed him to do so, were opposed by the Attorney-General, and negatived.

The Bill passed through committee.

The Bank Holydays and Bills of Exchange Bill was read a third time and passed.

July 1.—*The Weights and Measures (Metric System) Bill* was withdrawn.

Sir Colman O'Loghlen's Libel Bill was withdrawn.

July 2.—*The Registration Bill.*—Clauses 1—28 were agreed on. On clause 29, which proposed to make the 30th section of the 2 Will. 4. c. 45, and the 75th section of 6 and 7 Vict. c. 18, applicable "to all cases of occupancy creating a franchise" by last year's Reform Act, the Solicitor-General objected that the 56th section of last year's Act made all Registration Acts apply to its provisions, and he feared the retention of this 29th clause would derogate from the full power of that 56th section.

The clause was struck out.

Clauses 30—34 were agreed to.

A new clause by Mr. Dixon, enacting that overseers should make out lists in the alphabitical order of streets, places, or polling districts was negatived.

Mr. Foljambe moved the following new clause:—

"Where in any borough the overseers shall, after the 29th day of September, 1867, have rated the owner instead of the occupier of any dwelling-house or other tenement, in contravention of the Representation of the People Act, 1867, the occupier of such premises shall, upon duly paying or tendering on or before the 20th day of July next, the difference, if any, between the amount of poor-rate payable on or before the 5th day of January, 1868, in respect of such premises by such owner, and that which would have been payable by an ordinary occupier thereof, be entitled to be registered as a voter, as fully as if he had been rated and paid all rates in pursuance of the 3rd and 7th sections of the said Act."

The clause was very similar to the 30th section of the old Reform Act, and his object in proposing it was to do an act of justice towards a class of occupiers who were fully entitled to be put upon the register. In a parish in his own constitency (East Retford) several hundred of such men had been omitted from the list, and it was fair to suppose that the same thing might have occurred in other places. His clause would remedy that state of things.

The clause was negatived.

Mr. Villiers moved a new clause empowering overseers to cause houses and buildings in the streets to be marked with numbers.

The clause was negatived.

Mr. Ayrton said that it would materially interfere with the progress of the proceedings before the revising barristers to have a large number of lodgers brought to their courts to wait and see whether anybody would start up and challenge their votes. As these persons were to have their names in the list long before the revising barristers held their courts, it was only reasonable that those who wished to challenge the votes of any lodgers should give them notice before the holding of the Registration Courts. He hoped the Home Secretary would consider the expediency of introducing a provision by which notice should be given to lodgers of objections to their claims, without which they should not be compelled to come to the court.

Mr. Baines moved a clause to that effect.

The Solicitor-General said the effect of the clause would be to repeal a section in the Act of last Session, which had been deliberately adopted after considerable discussion.

Sir R. Collier supported the clause. The clause was negatived without a division.

The bill having thus passed through committee without an amendment the House resumed.

The Election Petitions and Corrupt Practices at Elections Bill.—The committee upon this Bill was fixed for Monday.

The Fairs (Metropolis) Bill was read a second time.

The Clerks of the Peace (Ireland) Bill passed through committee.

The Assignees of Marine Policies Bill passed through committee.

The Turnpike Trusts Arrangements Bill and the *Revenue Officers' Disabilities Removal Bill* were read a third time and passed.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

DISTRICT COURT OF PHILADELPHIA.

Vulcan Oil Company v. *Simons and Weeks.*

In this case Simons & Weeks had bought, at a dollar an acre, 3,000 acres of land on the great Kanawha river, West Virginia.

Pending the delivery of the deeds a company called the "Vulcan Oil Company, of West Virginia," was got up by them, and advertisements were issued, stating "that negotiations now pending will in a few days place this company in possession of the most successful oil territory in America, that the indications are that the Vulcan's wealth of oil will fully equal, if not surpass, the famed Columbia, now paying 1,000,000 dols. in cash dividends," and concluding with a suggestion to those "contemplating investment, that a few advance subscriptions for stock not bespoken might be obtained at original price, one dollar per share."

When these advertisements were issued the defendants were merely buying for themselves, with the right of reselling. The articles of association and books of the company credited Simons and Weeks with "advances" of 81,000 dols., whereas 11,500 was all they ever paid for the land on the great Kanawha and some of the lots in Wirt county, which constituted the land of the company.

The concern was extensively puffed by the defendants, both orally and by advertisements in the newspapers, with assertions that the land had been conveyed direct from the original vendor to the company, the promoters making no profit; the matter ended in a suit by the company to recover the difference between the amount paid by the company for the land and that paid by the defendants.

The vendor of the land on the great Kanawha resided, and the purchase was made, in Philadelphia; it did not appear that the defendants visited or examined the land; and it was very questionable whether any such land existed and could be identified as having been actually surveyed or possessed by the vendor, or by any one under whom he claimed.

The jury found for the plaintiffs, and the defendants obtained a rule *nisi* for a new trial.

Hare, P.J., in delivering the opinion of the Court, after detailing the facts, said:— . . . . . Little remains to complete the outline of the case as detailed in the evidence. No attempt was made to work or explore the 3,000 acres on the Kanawha, constituting the great bulk of that "territory" which the defendants had described as "located in the heart centre of the great oil district of West Virginia," and this for a reason tersely given by the defendant Simons; "that the efforts to ascertain the location of the land had been unsuccessful; that it was useless to look further; that there was no such land, and it could not be found;" and the 100 acres in Wirt county proving to be destitute of oil, the whole enterprise was abandoned. An investigation then took place on behalf of the stockholders, which elicited the facts that have been stated, and was followed by a suit for money had and received, to recover the difference between the amount paid by the company for the land and that given by the defendants. And a verdict having been found for the plaintiffs, the case is now before us on a rule for a new trial.

Although the action is in form *ex contractu*, it is in fact grounded on the assumption that the defendants, having obtained the money of the plaintiffs' wrongfully, are bound to pay it back, and must consequently fail unless this hypothesis, is sustained by the proof. The alleged wrong is of two kinds—first that the defendants used misrepresentation and artifice with the intent to deceive, and did actually deceive the plaintiffs, as to the value of the land; and next, that if there was no *suggestio falsi*, or *suppressio veri* amounting to actual fraud, still the defendants stood in a fiduciary position, precluding them from making a profit at the expense of the company which they had promoted without a frank and full disclosure of all the material circumstances to the persons out of whose pockets the money was to come. On both of these points the evidence seems to me to be with the plaintiffs. . . . . Various technical and legal reasons have, however, been assigned why the case of the plaintiffs must, even if established in fact, fail when brought to the test of the law. The arguments on this head were threefold—first, that the plaintiffs could not recover for a fraud committed prior to their organization as a body corporate; next, that the fraudulent declarations were made through the newspapers, and were not proved to have reached or influenced the plaintiffs; and finally, that the plaintiffs claiming through the corporators are estopped by their acts, and cannot complain of a wrong which they did or sanctioned.

The first of these propositions,—that the plaintiffs cannot recover for a wrong done before they were incorporated, begs a premise which it was necessary to prove. The wrongful appropriation of the plaintiffs' money, which is the injury complained of, did not occur until they were not only chartered, but regularly organised as a body corporate; and if much that was done previously was wrongful, there was, in the legal sense of the word, no cause of action until the money was actually received. The tissue of misrepresentation woven by the defendants during the previous months to conceal the nature of their design is not the injury for which the plaintiffs sue, but the means by which the injury was inflicted. If the defendants, knowing that a company was about to be formed, had given a false letter of recommendation, on which credit was obtained after the charter issued, the wrong would, in one sense, have been prior to the act of incorporation, and yet the plaintiffs might obviously have recovered for the fraud. But it is unnecessary to consider the question here, because of the various measures so industriously taken by the defendants to procure subscriptions to the stock, not a few occurred after the articles of association were signed and forwarded to the proper office; and the corporate existence of the plaintiffs relates back to that period for many purposes, and certainly for that of obtaining redress for a fraud practised by the corporators. Aside from this, a corporation succeeds in equity to all the liabilities and obligations of the unincorporated association from which it grows that ought in equity and good conduct to be paid out of its assets: *Wesley Church* v. *Moore*, 10 Barr.—and should consequently be entitled to compensation for any wrong done to them by which it is injured. And the maxim that a ratification is equivalent to a command, will apply as against the self-constituted agent even when the principal is an artificial body created after the act is done; although, like other legal fictions, it will not be allowed to defeat the rights or remedies of third persons.

The question whether representations made publicly or through the press are evidence for or against persons whom they are not proved to have reached, is one of some difficulty, depending on the purpose for which the evidence is given. A partner cannot rely on an advertisement in the newspapers as notice of a dissolution of the partnership to a customer of the firm, nor will such an advertisement be evidence of notice in an action brought by a third person upon a bill or note, and resisted upon the ground of fraud. But while a man who seeks to defeat the right of another must make out his case with the certainty of proof, less may suffice to fasten a liability on himself. When a reward is offered publicly for the recovery of a lost or stolen chattel, the plaintiff need not prove that he read or knew of the advertisement, although if he were to admit that he did not, and acted without a view to the reward, he would probably fail, as being a mere volunteer. It has been said that the promise operates as a request, but a request which does not reach the person to whom it is addressed is equally inoperative with a promise; and, moreover, if the promise were merely a request, the plaintiff would not be entitled to the reward as such, and could only demand and recover what the service was reasonably worth. In like manner express and repeated declarations that a man is a partner, may be rebutted by proof that they were due to indiscretion or mistake, and that no such partnership existed. But if a man were to advertise himself as a partner, or allow his name to be used as such on a sign at the place of business of the firm, he would be bound to every one who gave them credit in

ignorance of the real state of the case; and it would not, as I suppose, be requisite for the plaintiff to prove that he read the newspaper or saw the sign, because even if he did not, the impression produced indirectly on the public mind would be presumed to have reached and influenced him. And for a similar and stronger reason a false or fraudulent statement made publicly with reference to a corporation by those entrusted with the management of its affairs, may justly be supposed to be an element in that public or general estimate known as market value, which necessarily controls individual buyers, even when they are not acquainted with the sources whence it is derived. A., who desires to buy, has not seen the advertisement, but B. has, and advises A. or asks a higher price accordingly. It is a well settled principle that when a wrong is done and an injury follows that would naturally result from the wrong, the presumption shall, if the circumstances do not admit of proof, be against the wrong-doer. This is true even when the injury is accidental, as in the case recently affirmed on error from this court, where the jury were allowed to presume that a man found dead in an unguarded excavation near the public highway, had fallen in without any fault on his part, notwithstanding the argument that the defendants ought not, in the absence of proof, to be held answerable for an injury that might have been due to his negligence, or a crime committed by third persons. And it applies *a fortiori* when the intention is to produce the injurious result which ensues.

The only conceivable motive for a misrepresentation through the newspapers is to deceive individuals, and if they subsequently pursue the course which it indicates, it may fairly be presumed to have influenced their conduct, at all events when the person by whom it was inserted receives and profits by the fruits of their error. Such evidence is not necessarily conclusive, having at the most no more weight than if the statement were made orally to the plaintiff, when it would be for the jury or a chancellor to say whether he was really deceived, and on a point sufficiently material to entitle him to redress. But this is a different question from that which I have been considering.

The point has not, so far as I am aware, been expressly decided in England or the United States, but the tendency of the cases is that an act or declaration may be binding in favour of a third person, without other proof that he knew or was influenced by it than that derived from its own nature and the circumstances under which it occurred: *Watson* v. *Earl of Charlemont*, 12 Q. B. 856, 863; *Railway Company* v. *Lowry*, 3 Y. & J. 79; *Graeff* v. *Railroad*, 7 Casey, 489; *Ackler* v. *Ackler*, 6 Barr, 228.

A man cannot take advantage of a representation addressed to others and not designed to reach or influence him, but a representation addressed publicly through the press to all the world is in effect made to every one interested in the subject-matter to which it relates, and the party should be held to the same measure of accountability as if he had spoken or written to the persons whom he wished to deceive: *Wontner* v. *Sharp*, 4 C. B. 404, 442; *Bedford* v. *Bagshaw*, 4 H. & N. 538, 548; *Gerhard* v. *Bates*, 2 E. & B. 476.

If this were not true in any other instance it should be so where the parties hold the positions of corporators, officers, or directors of a company on the one hand, and stockholders on the other. Under these circumstances good faith requires an exact adherence to truth, and if presumptions are requisite to give redress for fraud as between the injured parties and the wrong-doer, they should be made.

In *Wontner* v. *Sharp*, Wilde, J., said that a public advertisement must, at the very least, be taken to be addressed to all who have an interest in its subject, and from this there is but one step to holding that it should be supposed to have reached those to whom it was addressed. In *Watson* v. *The Earl of Charlemont*, Lord Denman and Mr. Justice Coleridge were of opinion that "if an advertisement is put out to induce parties to enter into a certain contract, and an individual does afterward enter into such contract, and then comes into court to complain of misrepresentation, it is no part of his case to show that he was cognizant of the advertisement; *prima facie* it will be taken that he was influenced by it." And the other judges seem to have concurred, although the plaintiff was nonsuited on another ground. In *Wood* v. *Dwarris*, 11 Ex. 493, Baron Alderson said, "that when the defendants issued a prospectus representing that all policies issued by them should be indisputable, except on the ground of fraud, that was holding out to all the world that they would require no proof of the matter stated in the proposal, but could only dispute the claim on the ground of fraud." In *Bedford* v. *Bagshaw*, 4 H. & N. 538, the representation was not made to the plaintiff, but to the secretary of the Stock Exchange, in consequence of which they put the shares of the company on their list. In giving judgment for the plaintiff, Bramwell, B., remarked "that it was not a bad rule that a person who makes a fraudulent representation, which is intended to be generally circulated, shall be liable to any person acting upon it, however remote the consequences may be;" and the principle was affirmed in *Seymour* v. *Bagshaw*, 18 C. B. 903, 4 C. B. N. S. 873, by the Exchequer Chamber and the House of Lords. *Wheelton* v. *Hardisty*, 8 E. & B. 232, certainly is not on authority that the plaintiff must be shown to have seen the advertisement, because the Court below was divided in opinion, and their judgment was reversed by the Exchequer Chamber on another point without touching on this. Besides, the question there being whether the contract as finally executed should be varied by a previous declaration, which was not shown to have been published or generally circulated, did not involve the element of fraud, and was necessarily governed by different considerations from those which prevail where a false representation is made publicly through the press. Nor can such an authority be found in the recent case of *McAller* v. *McMurray* in this court, where the controversy was as to the effect of declaration filed of record as the means of obtaining a charter from the Commonwealth, and which consequently could not have been held binding in favour of third persons unless on grounds similar to those applying where a deed is recorded. Every one will agree that the general principle stated in *Bedford* v. *Bagshaw*, that "if a director of a company procures an artificial or false value to be given to the shares which he professes to offer to the public, he should be answerable to persons who buy the shares in consequence of the falsehood," is a rule of policy not less than of morals, tending to impose a check on the false and alluring statements by which the community are led still further into error in seasons of speculative excitement; but it must, under our present system of evidence, be comparatively useless either for prevention or punishment if the natural inference that what influences the public generally will have its effect on individuals is laid on one side, and the plaintiff required to establish, what is ordinarily insusceptible of proof, that he had the newspaper in his hand and read the advertisement.

The error of a different view lies, as the case of *Graeff* v. *The Railroad Co.*, 7 Casey, 489, 495, indicates, in overlooking that persons who unite in a common enterprise are not in the legal sense of the term strangers, and on the contrary stand in such a near relation that the public or official acts or declarations of one with reference to the matter in hand cannot well be without influence on the others. This is peculiarly true of the various statements made and measures taken with a view to the organisation of a body corporate, which all presumably contribute to the result, which might not have ensued if any one of them had been omitted. And hence when this is injurious to the corporation, the stockholders may sue and recover in their aggregate capacity if any step in the process was fraudulent or wrongful.

The remaining ground of defence, that the fraud was known to the other corporators, and cannot be taken advantage of by the plaintiffs, may be briefly disposed of on the authority of *Graeff* v. *The Railroad Co.*, 7 Casey, 489. It was contended there, as it has been here, that "if the defendants succeeded in imposing on the governor and mayor, he was not liable to the company because the company was a party to the fraud." But the answer given by the Supreme Court was that "the defendant could not, as an honest man, stand upon such a defence for an instant." If the plaintiffs were a party to the fraud, he made them so, for he represented the plaintiffs." This applies with full force in the present instance, where the inference that the other corporators knew and connived at the artifice practised by the defendants might render them parties to and answerable for the deception, but could not preclude the stockholders from obtaining redress for the injury to which they were subjected.

Lord Brougham took his seat in the House of Lords on the 26th of June.

The Marquis of Salisbury has been elected Chairman of the Hertfordshire Quarter Sessions, in succession to his father, the late Marquis.

Mr. William John Miles, aged forty-four years, a solicitor's clerk, living at Dalston, has met his death through taking an overdose of morphia as a cure for sleeplessness.

OBITUARY.

MR. GEORGE LONG.

We have to announce the death of George Long, Esq., the senior bencher of Gray's Inn, who expired at Queen Anne-street, Cavendish-square, on the 26th of June. Mr. Long was called to the bar by the Hon. Society of Gray's Inn, as far back as February, 1811, and was for many years police magistrate for the metropolitan district of Marylebone.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT OF THE COUNCIL, TO BE SUBMITTED AT THE GENERAL MEETING ON JULY 10, 1868.

The most important matters brought under the notice of the Council since the issue of their last report are.—

THE JUDICATURE COMMISSION.

The various matters of inquiry within the scope of this commission involve the consideration of reforms of the greatest magnitude and interest, not only to the profession, but to the public generally.

It will be seen from the following extract from the commission that the inquiries directed to be made extend to and embrace the entire system of the administration of the law in this country:—

"To make diligent and full inquiry into the operation and effect of the present constitution of our High Court of Chancery of England, our Superior Courts of Common Law at Westminster, our Central Criminal Court, our High Court of Admiralty of England, the Admiralty Court of our Cinque Ports, our Courts of Probate and Divorce for England, the Courts of Common Pleas of our counties Palatine of Lancaster and of Durham respectively, and the Courts of Error and of Appeal from all the said several courts, and into the operation and effect of the present separation and division of jurisdictions between the said several courts. And also into the operation and effect of the present arrangements for holding the sittings in London and Middlesex, and the holding of sittings and assizes in England and Wales, and of the present division of the legal year into terms and vacations. And generally into the operation and effect of the existing laws and arrangements for distributing and transacting the judicial business of the said courts respectively, as well in court as in chambers, with a view to ascertain whether any and what changes and improvements, either by uniting and consolidating the said courts or any of them, or by extending or altering the several jurisdictions, or assigning any matters or causes now within their respective cognizance to any other jurisdiction, or by altering the number of judges in the said courts, or any of them, or empowering one or more judges in any of the said courts to transact any kind of business now transacted by a greater number, or by altering the mode in which the business of the said courts, or any of them, or of the sittings and assizes is now distributed or conducted, or otherwise, may be advantageously made so as to provide for the more speedy, economical, and satisfactory despatch of the judicial business now transacted by the same courts and at the sittings and assizes respectively. And further to make inquiry into the laws relating to juries, especially with reference to the qualifications, summoning, nominating and enforcing the attendance of jurors, with a view to the better, more regular, and more efficient conduct of trials by jury, and the attendance of jurors at such trials."

In November last the council appointed a committee of their body to make inquiry into the several matters specified in the Royal Commission, with the view of offering suggestions to the commissioners. This committee was empowered to invite the co-operation of the committee of management of the Metropolitan and Provincial Law Association, and of others willing to aid in such inquiries.

A sub-committee of the Metropolitan and Provincial Law Association, appointed to consider the same subject, associated themselves with the committee of this society; and the council communicated with all the provincial law societies, and invited them to communicate their views on the various matters embraced in the inquiry.

In reply to a communication from the associated committee, the Royal Commission, by their secretary, stated that they would be happy to receive suggestions, and requested the opinion of the committee as to the points in most pressing need of amendment or alteration.

To enable the committee to ascertain this, it was necessary to classify the very numerous matters referred to in the commission, and they accordingly proceeded with their investigations in the following order:—

1. Present constitution of the courts.
2. Separation of the jurisdiction of the courts.
3. Sittings of courts.
4. Division of the legal year.
5. Arrangements for distributing and transacting judicial business.
6. Law relating to juries.

The object of these inquiries is stated to be to determine the expediency of—

I. Uniting or consolidating courts.
II. Extending or altering jurisdictions.
III. Assigning causes to other jurisdictions.
IV. Altering number of judges.
V. Reducing number of judges required for particular business.
VI. Altering mode of transacting business of the courts.
VII. Or of the sittings and assizes.
VIII. More efficient conduct of trials by jury and the attendance of jurors.

In the first place, the committee considered the "separation of the jurisdiction of the courts of law and equity," and the distinctions between the codes of justice administered in the two courts, as being the question which first pressed for consideration.

Upon this branch of the inquiry many members of the committee communicated very valuable papers, and after numerous meetings and protracted discussions, the opinion of the majority was ascertained, as expressed in the following resolutions:—

1. Amendment should be introduced for the purpose of remedying the evils arising from the diversity in the jurisdiction of the Courts of Law and Equity.

2. The evils alluded to in the foregoing resolution, will, in our opinion, be cured by enlarging the jurisdiction of courts, and improving the methods of judicial procedure, without the necessity of alteration in the general system of law which distinguishes legal and equitable interests.

3. No court ought to be debarred from doing complete justice in any case which may be before it for want of jurisdiction in that behalf.

4. The division of legal business ought to be by judicial regulation, and not by general law.

5. The general division of legal business affected by the present system is very convenient; and in giving to every Court entire jurisdiction over any matter which may come before it, and in dividing the business of the law by regulation, it is desirable that the work of the courts shall, as much as possible, continue to pass through its present channels.

6. Any enforced system of rota for legal work is objectionable, and the present plan of selection by the suitor has great advantages.

7. If jurisdiction be given to every court in every case which may be before it, it will be necessary to provide that none of the parties shall be excluded from the benefit of modes of procedure, or of practice, allowed in other courts, and which modes the parties may respectively consider better adapted to procure for them the justice which such other courts would afford.

8. The system of simple forms and summary proceedings in simple cases is, in our judgment, thoroughly justified by experience, and it is essential to the full administration of justice, that this system should be maintained.

9. It is deserving of consideration whether, as far as possible, one office alone should not be charged with the duty of performing for the suitors any function common to all courts.

10. While various forms of procedure are allowable, there should be established, by judicial authority, for all courts, forme and orders of practice, which should be uniform so far as convenient, and which may be used by the parties in any and every of these courts at their option and risk.

The committee then took into consideration the present rules and regulations governing the "sittings of the courts," and the "division of the legal year," and after much discussion on the admitted inconvenience of the present

arrangements, the committee, with considerable unanimity of opinion, passed the following resolutions:—

1. There should be three terms or periods in each year, during which the superior courts of common law and equity should sit.

2. The three terms mentioned in the first resolution, it is suggested, might advantageously be held in or about the following months respectively:—viz., February, June, and November; the exact times to be determined from time to time hereafter by regulations of the Government or the judges.

3. There should be circuits of the judges at three separate times of the year at least for the trial of causes and questions of facts.

4. There should be sittings in Westminster or London, or both, immediately after each term, of one or more of the judges of each of the Superior Courts of Common Law, for such periods as may be necessary for trials by juries of causes or questions of fact. These sittings might be held altogether in the new courts of justice, or partly in those courts and partly in London, as might be hereafter determined.

5. It is expedient that the Home Circuit should be abolished, and that all causes arising within its limits should be tried at the sittings named in the last resolution.

6. It is desirable that arrangements should from time to time be made to avoid the necessity of holding assizes in counties or towns where there is a small amount of business to be transacted, and for transferring such business to some other place to be disposed of.

7. The periods to be respectively devoted to term business, and to the trials of causes, should be varied from time to time according to the requirements of each class of business.

The matter next in importance appeared to be the existing "Arrangements for distributing and transacting judicial business," and on this subject the committee passed the following resolutions.

1. The number of judges sitting for the disposal of business of similar nature and importance should in all the courts be the same.

2. It is not desirable that some of the appellate courts should be composed of judges who are exclusively engaged in hearing and deciding cases on appeal; and other appellate courts, of judges co-ordinate in rank with the judges from whose decisions appeals are made.

3. The practice which prevails in the Court of Chancery of requiring all cases, in the first instance, to be heard and decided by *one* judge, with a right of appeal from his decision to two or three judges (the Lord Chancellor and Lords Justices), has been found by experience to be satisfactory to the suitors and the profession; and there being no reason to doubt that a similar practice in the courts of common law would be equally satisfactory, there is a great and unnecessary expenditure of judicial power, in the present practice, in those courts, of three or four judges sitting together to hear cases in the first instance.

4. There ought to be one, and but one, court of appeal between the courts dealing with cases in the first instance, and the ultimate court of appeal.

5. It is not necessary or desirable that more than three or less than two judges, except in special cases, should sit together to hear and decide cases on appeal from the decision of a single judge.

6. It is desirable that all appeals from the decision of a single judge should be to one tribunal, or to divisions thereof, whether the litigation may have originated in courts of law, equity, or other courts.

7. There should be but one ultimate court of appeal, fulfilling the duties now performed by both House of Lords and Judicial Committee of the Privy Council.

The foregoing resolutions are the result of the deliberation of the associated committee up to the present time, and they have been forwarded to the royal commissioners.

The labours of the committee are suspended for the present, to await the preparation of a table showing the important points of contrast or conflict in the principles and practice in the various courts of the empire. The table is being prepared by Mr. Dunn, one of the editors of "Daniel's Chancery Practice," on the instructions of a sub-committee.

The committee hope that this table, when completed, will be useful to the royal commissioners in framing any recommendations to secure uniformity in the procedure and practice of the various courts.

Mr. John Hollams, one of the council, is a member of the royal commission.

The Concentration of the Law Courts and Offices.

Notwithstanding the exertions of the royal commissioners a very unexpected and vexatious delay has taken place, for which it does not appear that the commissioners are in any way responsible.

Two days after the last annual meeting the committee of judges of the designs for the new building reported to the Treasury that they had been unable to select any design as best in all respects; but they recommended that two of the competitors should act in the matter conjointly—one of them as to the exterior of the building, and the other as to the interior. There seemed, therefore, to be every probability, at that time, that the matter would be immediately proceeded with; but beyond the sale and demolition of a portion of the buildings on the site, no sign was made by the Treasury indicating the least progress.

As this society has taken a very active part in obtaining the sanction of the Legislature to the acquisition of the site, and to the provisions for supplying the requisite funds, under the conviction that very great advantage will result to the suitors from the concentration of the courts and offices, and having regard to the circumstance that attorneys and solicitors in fact represent the suitors, and are bound to take care of their interests, the council, in February last, earnestly directed the attention of the Lords of the Treasury, to the subject. They pointed out that a very large portion of the site had then been acquired, involving the expenditure of nearly a *million of money* previously dedicated to the benefit of the suitors of the Court of Chancery; that the demolition of the houses had been proceeded with to a great extent, but that no architect had been appointed, and that it was apprehended that a much longer period than was necessary would elapse before such outlay would be productive of any benefit whatever to the suitor; that the labours of the royal commissioners had been entirely suspended, and no further progress could therefore be made in the arrangements for the erection of the new buildings. The council also reminded their lordships that the commissioners had carefully examined the designs of the competing architects in their most minute details, and that if their assistance in fixing upon the final plan was to be of any value, they ought to be in a position to render such assistance before their knowledge of the several designs should have in a great measure passed from their minds; that it was, therefore, of high importance to the suitors that the buildings should be completed as soon as possible.

A communication was shortly afterwards received from the Lords of the Treasury, stating that the matter would receive the anxious attention of the Government; but up to the early part of the month of May no information could be obtained whether anything had been done in the matter. It was, however, understood that a difficulty had arisen upon the Report of the judges of the designs, inasmuch as it was represented to Government that some of the competitors contended that they had entered upon the competition under the impression that they were competing singly with each of the others and not with the combined skill and experience of two of them. It seems that, in order to remove this difficulty, the opinion of the law officers of the Crown has been taken upon the question whether the recommendation of the judges of the designs was in conformity with the instructions which they had received, or with the understanding come to when the competition was entered upon.

In order that some official information might be obtained, the council requested the Honourable George Denman to call the attention of the House of Commons to the subject by means of a question, which elicited from the Government an assurance that the matter would be carefully considered, and that no further time would be lost.

It is now announced that Mr. Street is to be the architect of the new building.

This important subject has been mentioned in Parliament on more than one occasion during the present session, and an old proposition for the erection of the courts between the Strand and the Thames Embankment has been revived; but inasmuch as Parliament has, after full discussion, decided in favour of the Carey-street site, it is confidently hoped that this proposition, which would involve further delay, and an enormous increased expenditure, will not be renewed; more particularly as it has been already decided that the chosen site will not be more convenient both to the suitor and the profession.

(To be continued.)

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution, on Tuesday last, the following question was discussed :—

A. mortgages Whiteacre to B. and Blackacre to C. A. then sells his equity of redemption in Whiteacre to D. Subsequently C. takes an assignment of B.'s mortgage. Can D. redeem Whiteacre without also redeeming Blackacre? (*Beevor* v. *Luck*, 15 W. R. 1221. *White* v. *Hillacre*, 3 Y. & C. Ex., 597.)

The debate was opened in the affirmative by Mr. Munton, but on a division the question was carried in the negative by a considerable majority.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

[LAST QUOTATION, July 3, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 95¾	Annuities, April, '85 12⅝
Ditto for Account, July 95¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 95	Ex Bills, £1000, per Ct. 20 p m
New 3 per Cent., 95	Ditto, £500, Do 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 247
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,	Ind. Enf. Pr., 5 p C., Jan. '72 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105½
Ditto 4 per Cent., Oct. '88 105	Do. Bonds, 5 per Ct., £1000, 32 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 22 p m
Ditto Enfaced Ppr., 4 per Cent. 91	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	72
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	36⅜
Stock	Do., East Anglian Stock, No. 2	100	7⅛
Stock	Great Northern	100	102
Stock	Do., A Stock*	100	94⅝
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	60
Stock	Do., West Midland—Oxford	100	31½
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	128¼
Stock	London, Brighton, and South Coast	100	52⅝
Stock	London, Chatham, and Dover	100	20
Stock	London and North-Western	100	114¾
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	42½
Stock	Metropolitan	100	112¼
Stock	Midland	100	106
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	34½
Stock	North London	100	119
40	Do., 1866		11⅝
Stock	North Staffordshire	100	57½
Stock	South Devon	100	45
Stock	South-Eastern	100	74
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 15 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 0 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	1 10 0
7500	9½ per cent	Imperial Life	100	10 0 0	16 0 0
50000	6 per cent	Law Fire	100	2 10 0	3 10 0
10000	32½ pr cent	Law Life	100	10 0 0	88 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 1 3
40000	10 pc & bs	North Brit. & Mercantile	50	6 5 0	17 5 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
639220	20 per cent	Royal Exchange... ...	Stock	All	300 0 0
—	6½ per cent	Sun Fire	...	All	165 0 0

MONEY MARKET AND CITY INTELLIGENCE.

The week opened with a mere continuation of the inactivity of the week preceding, and even foreign securities, which latterly have held up their heads when all other investments succumbed to depression, partook of the general dullness. Ultimately a re-action set in, attributed to the relaxation of the demand for money consequently on the arrival of quarter day; the funds became firm with an upward tendency, railway stocks ditto, and foreign securities displayed considerable firmness at their previous prices.

We are glad to hear that the improvement in Mr. Justice Mellor's health will enable him to go the Western Circuit in due course.

The *Pall Mall Gazette* extracts the following remarkable piece of news from a French paper of Wednesday last:—"Interesting specimen of the manners and customs of the English.—A few days since a tailor was tried in London for the murder of a soldier. The judge, in passing sentence, severely reprimanded the prisoner, and concluded his address thus:—'You have not only murdered a fellow-creature with an illegal weapon; you have done more—you have damaged and rendered worthless with that same weapon the overalls of your Queen.' It is well known that in England everything is in a legal sense the property of the Queen." The foundation of this wonderful paragraph is traceable in an old anecdote told of Eskgrove, a Scotch judge, who, in sentencing a tailor who had stabbed a soldier, was said to have aggravated his offence in the following fashion:—"And not only did you murder him, whereby he was bereaved of his life, but you did wilfully thrust, pierce, push, project, or impel the lethal weapon through the belly-band of his regimental breeches, *which were his Majesty's*." The concluding *dictum* as to English law is probably the private lucubration of the penny-a-liner who hoaxed the French editor.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 25.—By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Freehold estate, known as Chase Farm, Bramsholt, Hants, comprising a cottage and outbuildings, with 62 acres of arable and plantation land; also the manor (or reputed manor) of Chase, believed to extend over about 60 acres of heath land—Sold for £2,080.

Leasehold residence, No. 27, Grosvenor-street, Grosvenor-square; term, 16 years unexpired, at £60 per annum—Sold for £1,200.

Leasehold residence, No. 38, Canonbury-road, Islington, let at £12 per annum; term, 50 years unexpired, at £6 10s. per annum—Sold for £440.

By Messrs. GADSDEN, ELLIS, & SCORER.

Leasehold, 2 houses, Nos. 71 and 72, Harrison-street, Gray's-inn-road, producing £78 per annum; term, 90 years from 1838, at £14 per annum—Sold for £620.

Leasehold residence, No. 2, The Cedars, Putney; term, 90 years from 1854, at £30 per annum—Sold for £510.

Leasehold residence, No. 3, The Cedars, let at £80 per annum; term and ground rent same as above—Sold for £510.

Freehold residence, No. 26, The Cedars, let at £80 per annum—Sold for £980.

By Mr. FRANK LEWIS.

Leasehold house, No. 59, Mortimer-street, Marylebone, let at £65 per annum; term, 27¾ years from 1855, at £38 per annum—Sold for £170.

Leasehold house, No. 8, Bentinck-street, Marylebone, let at £130 per annum; term, 32 years from 1860, at £50 per annum—Sold for £850.

Leasehold house, No. 18, Bentinck-street, let at £80 per annum; term 40 years from 1860, at £30 per annum—Sold for £600.

Leasehold premises, No. 10, Crown-street, and Lloyd's-court, Soho, let at £130 per annum; term, 14 years from 1859, at £48 per annum—Sold for £160.

Leasehold, 8 houses, Nos. 1 to 8, Crown-terrace, Kentish-town, producing £62 8s. per annum; term, 99 years from 1848, at £9 per annum—Sold for £400.

Leasehold, 9 houses, Nos. 4, 5, 8, 10 to 12, 13, 17, and 18, Palace-street, Kentish-town, producing £284 14s. per annum; term, 99 years from 1848, at £40 10s. per annum—Sold for £1,860.

June 26.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold property, comprising 2 shops, offices, and business premises, Nos. 36 and 37, Poultry, and 13, Grocers' Hall-court, City—Sold for £10,750.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

COODE—On June 28, at Lewes, the wife of Frederick Coode, Esq. Solicitor, of a daughter.

MARRIAGES.

FISHER—PHILIPPS—On June 25, at Slebech Parish Church, Charles Edward Gregg Fisher, Esq., Barrister-at-Law, Temple, to Mary Philippa, daughter of the Rev. J. H. A. Philipps, of Picton Castle, Pembrokeshire.

MARCH—HATCH—On June 27, at St. Pancras Church, Middlesex, Octavius March, Esq., Solicitor, to Emma, daughter of the late George E. F. Hatch, Esq., M.R.C.S., of Greenwich.

DEATHS.

BARBER—On June 27, at Llandudno, Anne, the wife of Henry Barber, Esq., Solicitor, of Bangor, Carnarvonshire, aged 49.

LONG—On June 26, at 51, Queen Anne-street, Cavendish-square, George Long, Esq., Bencher of Gray's-inn.

TOOTELL—On June 29, Charles John Tootell, Esq., of The Lodge, Michael's-grove, Brompton, and of the Common Pleas Office, Chancery-lane, aged 63.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, June 26, 1868.

LIMITED IN CHANCERY.

Thames Patent Wood Cutting Company (Limited).—Petition for winding up, presented June 9, directed to be heard before the Master of the Rolls on July 4. Tatham & Son, Old Broad-st, solicitors for the petitioner.

STANNARIES OF CORNWALL.

Great Wheal Busy Mining Company.—The Vice-Warden has, by an order dated June 22, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioner.

Sidney Wheal Metal Mining Company.—Petition for winding up, presented June 17, directed to be heard before the Vice-Warden, at the College Hall, Exeter, on Thursday, July 9, at 10. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before July 4, and notice thereof must at the same time, be given to the petitioner, his solicitor, or his agents. Hodge & Co. Truro, solicitors for the petitioner.

TUESDAY, June 30, 1868.

LIMITED IN CHANCERY.

Tallins Mills (Limited).—The Master of the Rolls has, by an order dated June 20, appointed Jas Bostwright Gibbons, 8, Old Jewry, to be official liquidator. Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Aug 3, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Fairbairn Engineering Company (Limited and Reduced).—Petition for reducing the capital from £250,000 to £150,000, presented June 15, is now pending. The list of creditors of the company is to be made out as for July 27. Cunliffe & Beaumont, Chancery-lane, solicitors to the company.

Oxford and Canterbury Hall Company (Limited).—Vice-Chancellor Giffard has, by an order dated June 23, appointed Geo Augustus Cape, 8, Old Jewry, to be official liquidator. Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 24, at 2, is appointed for hearing and adjudicating upon the debts and claims.

Vale of Neath and Cefn Mawr Junction Railway Company (Limited).—Vice-Chancellor Malins has, by an order dated May 25, ordered that the above company be wound up; and appointed Alfred Good, 71, Cornhill, to be official liquidator. Robinson, Carey-st, Lincoln's-inn, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, June 30, 1868.

Old Star Friendly Society, Waterloo Inn, Old Swinford, Worcester. June 22.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 26, 1868.

Clare, Mary, Bradwall, Chester. July 20. Slater v Worthington, M. R.

Cooper, Thos, Alfred-st, Bow-rd, Gent. July 22. Cooper v Cooper, M. R.

Dodwell, Richd, Oddington, Oxford, Gent. July 31. Johnson v Hookham, M. R.

Griffin, Edmund, Ilford, Essex, Gent. Oct 10. Crosse v Griffin, V.C. Stuart.

Grover, John, Elizabeth-pl, Westminster-rd, Coach Maker. July 26. Grover v Grover, M. R.

Jenkins, Wm, Port Talbot, Glamorgan, Harbour Master. July 18. Key v Jenkins, V.C. Malins.

Paget, Fredk, Redhill, Surrey, Esq. Aug 20. Paget v Paget, V.C. Stuart.

Randles, Wm Hy, Ellesmere, Salop, Solicitor. July 29. Thompson v Thomas, V.C. Stuart.

Shirreff, May Lloyd, Hillingdon End, Uxbridge, Widow. July 29. Murray v Woodbridge, V.C. Stuart.

Selkirk, Wm, South Shields, Durham, Ship Owner. July 22. Todd v Selkirk, M. R.

TUESDAY, June 30, 1868.

Calisher, Nathan Jacob, Norfolk-st, Strand, Dealer in Diamonds. July 25. Calisher v Calisher, M.R.

Comer, Benj, Clifton, Gloucester, Yeoman. July 21. Bull v Parnell, V.C. Giffard.

Emsley, John, Ilkley, York, Farmer. July 22. Binns v Emslie, V.C. Malins.

Gandy, Margaret, Plymouth, Devon, Spinster. Aug 1. Lampen v Wills, M. R.

Harris, Mark Wm, Feymer, Sussex, Gent. Oct 10. V.C. Stuart.

Robinson, Sarah, Lansdown-rd, Hackney, Widow. July 23. Cooper v Faulkner, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 26, 1868.

Barton, Bennett Alfrd, Percy Villas, Barrington-rd, Brixton, Engineer. July 20. Holmer, & Co, Philpot-lane.

Cope, Martha, Brereton, Stafford, Widow. July 27. Crabb, Rugeley.

Dorning, Daniel, Swinton, Lancaster, Surgeon. Sept 29. Weston & Grover, Manchester.

Douglass, Saml, Barnsbury Villas, Liverpool-rd, Islington, Esq. Aug 25. Sturdy, Birchin-lane.

Echlin, Wm Leahy, Hay, New South Wales, Surgeon. July 31. Shirreff & Son, Fenchurch-st.

Jones, Martha, Bishops Castle, Salop, Widow. Aug 1. Urwick & Marston, Ludlow.

Kittle, Hy, Barking, Essex. Sept 1. Blewitt, Ilford.

Leith, Wm Hay, Montague-st, Portman-sq, Esq. Aug 1. Uptons & Co, Austin-friars.

Morgan, John, Paternoster-row, Commercial Traveller. July 31. Cuff, St Martin's-lane.

Oates, Joseph Hy, Meanwood, Leeds, Esq. Aug 1. Bulmer, Leeds.

Oliver, Alex, Sale, Chester, Gent. Aug 1. Galloway, Chester.

Phillips, Wm, Kingsland, Hereford, Publican. Aug 1. Lloyd, Leominster.

Popham, Thos, Topsham, Devon, Gent. Aug 1. Barton, Exeter.

Powdrill, Wm, Leicester, Innkeeper, Aug 31. Haxby, Leicester.

Raynsford, Major-General Hanbury, Henlow Grange, Bedford. Aug 10. White & Sons, Bedford-row.

Skaife, Peter David, Gt Grimsby, Lincoln, Ship Broker. July 29. England & Co, Hull.

Tucker, Thos, Bourton, Berks, Gent. Sept 1. Kinneir & Tombs, Wilts.

Willett, Richd, Huddersfield, York, Veterinary Surgeon. Sept 1. Laycock & Co, Huddersfield.

TUESDAY, June 30, 1868.

Barton, Thos, Manch, Cotton Spinner. Sept 29. Weston & Grover, Manch.

Filliter, Clavell, Wareham, Dorset, Esq. July 28. Filliter, Wareham.

Hawes, John, Colchester, Essex, Esq. Aug 15. Philbrick & Son, Colchester.

Lakeman, Nicholas, Edmeston, Devon, Gent. Sept 1. Andrews, Modbury.

Noble, Mark, Hastings, Sussex, Esq. Sept 16. Sowton, Gt James-st, Bedford-row.

Reeves, Benj, High-st, Whitechapel, Italian Warehouseman. July 15. Mitchell, Gt Prescott-st, Whitechapel.

Ricketts, Eliz, Gloucester, Widow. Aug 10. Lovegrove, Gloucester.

Silver, Wm, New Inn, Strand, Esq. Aug 29. Needham, New Inn, Strand.

Stanley, Mary, Gloucester, Widow. Aug 10. Lovegrove, Gloucester.

Walters, Margaret, New Cross-rd, Deptford, Widow. Sept 1. Paterson & Sons, Bouverie-st, Fleet-st.

Whalley, Wm, Whalley, Lancaster, Esq. July 31. Robinson & Son, Blackburn.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 26, 1868.

Aldworth, John Benj, Brompton-rd, Tailor. June 13. Comp. Reg June 25.

Box, Benj, Gainsborough, Lincoln, Innkeeper. May 28. Asst. Reg June 25.

Brewster, Wm, & Fras Joseph Cocks, Redditch, Worcester, Needle Manufacturers. June 4. Comp. Reg June 25.

Campin, Chas Towler, Pelham-st, Brompton, Clerk. June 6. Asst. Reg June 25.

Corden, Joseph Johnson, Whetstone, Carpenter. June 19. Comp. Reg June 25.

Davies, Mary, Maesteg, Glamorgan, Beerhouse Keeper. June 17. Comp. Reg June 24.

Deacon, Wm, Kennington-lane, Lambeth, Timber Merchant. June 14. Comp. Reg June 24.

Delaplane, Victor, Gt Tower-st, General Merchant. June 18. Comp. Reg June 22.

Dickson, John, Preston, Draper. May 29. Asst. Reg June 25.

Donne, Edwin Bowen, Dunstable, Bedford, Music Seller. June 2. Comp. Reg June 23.

Farrant, John Gatehell, New Brentford, Chemist. June 23. Comp. Reg June 25.

Furguson Chas, Market-pl, North Bow, Bootmaker. June 15. Comp. Reg June 24.

Field, Wm, Seething-lane, General Merchant. June 2. Comp. Reg June 25.

Firth, Benj, Cleckheaton, York, Joiner. June 8. Comp. Reg June 26.

Flooks, Joseph, Worton, Wilts, Miller. May 29. Asst. Reg June 25.

Frankland, Jas, Albert-ter, Church-rd, Upper Norwood, Bootmaker. June 9. Comp. Reg June 26.

Fry, Gideon, Upper William-st, St John's-wood, Wheelwright. June 23. Comp. Reg June 25.

Gashion, Isaac, Tenter-st North, Goodman's-fields, Iron Dealer. June 20. Comp. Reg June 24.

Gibbs, Alex, Bedford-sq, Artist in Stained Glass. June 19. Comp. Reg June 26.

Gibson, Geo Wm, Eastwood-ter, Hornsey-rd, Parliamentary Agent. June 22. Inspectorship. Reg June 25.

Gilbert, John, Swinthorp, Lincoln, Farmer. May 29. Asst. Reg June 23.

Gissing, Anthony, Eye, Suffolk, Grocer. June 9. Asst. Reg June 26.

Glover, Thos Wm, Ross, Hereford, Draper. June 1. Comp. Reg June 25.

Gorlham, Richd, Hackney-rd, Commercial Traveller. June 8. Comp Reg June 23.

Griffiths, Saml, Treforest, Glamorgan, Grocer. June 4. Comp. Reg June 25.

Hacking, Richd, Blackpool, Lancaster, Stone Mason. May 27. Asst. Reg June 24.

Harper, Richd Hill, Dudley, Worcester, Gent. June 8. Comp. Reg June 20.

Hart, Wm, Broughton, & Adam Clarke Hart, Brigg, Lincoln, Millwrights. June 2. Comp. Reg June 23.

Harvey, Thos, Lower Kensington-lane, Artificial Florist. June 16. Comp. Reg June 26.

Hodd, Stephen Allen, Brighton, Sussex, Tea Dealer. June 17. Asst. Reg June 25.

Hodges, John Dyer, Cardiff, Glamorgan, Builder. June 13. Comp. Reg June 24.

Hogg, Edwd, Gateshead, Durham, Cart Owner. June 18. Asst. Reg June 25.

Hughes, John Griffith, Thornbury, Gloucester, Chemist. June 8. Asst. Reg June 25.

Juson, Hy Wm, Paddington-green, Cab Proprietor. June 13. Comp. Reg June 24.

Kilby, Geo, Hare-st, Woolwich, Ironmonger. May 29. Comp. Reg June 24.

Knowles, John Sutcliffe, Lee Bottom, Halifax, York, Farmer. June 22. Comp. Reg June 24.

Lee, Lawrence, Tennis-ct, High Holborn, Lithographer. June 25. Comp. Reg June 26.

Leake, John Knight, High-st, Southwark, Clerk. June 8. Comp. Reg June 25.
Levy, Benj, Middlesex-st, Aldgate, Butcher. June 22. Comp. Reg June 25.
Lundy, Jas Freer, Gt Grimsby, Lincoln, Watchmaker. June 6. Comp. Reg June 24.
Maslin, Sophia Charlotte, South-st, Greenwich, Schoolmistress. June 6. Comp. Reg June 23.
Marver, Hy Chas, Marylebone-lane, Oxford-st, Glass Merchant. June 6. Comp. Reg June 19.
Motiram, Chas, Benwell-rd, Holloway, Wine Merchant. June 8. Comp. Reg June 26.
Mueller, Geo, High-st, Deptford, Watchmaker. May 30. Comp. Reg June 25.
Nicholson, Archibald, Birm, Draper. June 3. Asst. Reg June 25.
Packer, John Jas, Shirenewton, Monmouth, Surveyor of Roads. June 10. Comp. Reg June 24.
Page, Geo, Finsbury-pavement, Licensed Victualler. June 25. Comp. Reg June 25.
Payne, Jas, Copenhagen-st, Islington, Grocer. June 10. Comp. Reg June 23.
Piper, Jas, King's-pl, Commercial-rd East, Stationer. June 23. Comp. Reg June 25.
Prangley, Wm, Salisbury, Wilts, Professor of Music. June 18. Comp. Reg June 23.
Reader, Geo, John's-lane, Clerkenwell, Beerhouse Keeper. June 20. Comp. Reg June 25.
Rostron, John, Edmd Elkanah Rostron, & Jas Leech Drinkwater, Heaton Norris, Lancaster, Cotton Manufacturers. June 15. Asst. Reg June 24.
Smyrk, Edwd, Hanover-st, Islington, Fringe Manufacturer. June 17. Comp. Reg June 6.
Spark, John Robert, Newcastle-upon-Tyne, Auctioneer. June 3. Comp. Reg June 24.
Solomon, Simon, Banner-st, Finsbury, Manufacturing Stationer. May 27. Comp. Reg June 24.
Southy, Ellen, Leatherhead, Surrey, Widow. May 30. Comp. Reg June 22.
Stelfox, Jas, Elizabeth-st, Hackney-rd, Cabinet Manufacturer. June 24. Comp. Reg June 25.
Tansley, Maria, Luton Bedford, Bonnet Manufacturer. June 15. Comp. Reg June 25.
Treharne, Evan, Llanelly, Carmarthen, Butcher. June 24. Comp. Reg June 25.
Tytherleigh, Alfred, Glynllech, Brecon, Farmer. June 18. Comp. Reg June 23.
Ware, John Geo, Old Kent-rd, Draper. June 11. Comp. Reg June 24.
Waring, Joseph, Rawmarsh, York, Butcher. May 30. Comp. Reg June 25.
Wilkinson, Horace, Oxford-st, Hosier. June 17. Asst. Reg June 24.
Williams, John, Talbach, Glamorgan, Grocer. June 6. Comp. Reg June 24.
Wilton, Geo, Lower-rd, Rotherhithe, Plumber. May 30. Comp. Reg June 23.
Young, Bobt John, Milton-st, Carpenter. May 28. Comp. Reg June 26.

TUESDAY, June 30, 1868.

Bagshaw, Hy John, New-cross-rd, Deptford, Plumber. May 30. Comp. Reg June 27.
Bannister, Chas, Bradford, York, Grocer. June 12. Comp. Reg June 26.
Barber, Hy, Halifax, York, Greengrocer. June 8. Asst. Reg June 27.
Barker, Isaac, Stratford Essex, Building Material Dealer. June 25. Comp. Reg June 26.
Barns, Hy, Frome Selwood, Somerset, Shopkeeper. May 31. Comp. Reg June 29.
Belding, Geo Bloomfield, King's Lynn, Norfolk, Innkeeper. May 30. Comp. Reg June 30.
Beswick, John Marshall, Hart-st, Bloomsbury, Railway Clerk. June 24. Comp. Reg June 30.
Burgess, John, Ince-within-Mackerfield, Lancaster, Grocer. June 19. Comp. Reg June 27.
Burns, Robt, Byker, Newcastle-upon-Tyne, Builder. May 29. Asst. Reg June 26.
Burton, Wm, Manch, Manufacturer. June 2. Asst. Reg June 29.
Butler, Edwd, Birkenhead, Chester, Baker. June 26. Comp. Reg June 30.
Cohen, Enoch, Palmer-st, Spitalfields, Comm Agent. June 25. Comp. Reg June 27.
Dawson, Jas, Oxford, Coal Merchant. Jan 25. Asst. Reg June 29.
Dormer, John, Park-rd-ter, Kilburn, Builder. June 18. Comp. Reg June 29.
East, Joseph, Kingston-upon-Thames, Brewer. June 20. Comp. Reg June 29.
Gammon, Geo, Newport, Monmouth, out of business. June 22. Comp. Reg June 29.
Goddard, Hy, West Kent-pk, Forest-hill, Ironmonger. June 17. Comp. Reg June 27.
Hamilton, Robt, Landport, Hants, Grocer. May 30. Asst. Reg June 26.
Hardaker, Wm, Bradford, York, Bootmaker. June 5. Conv. Reg June 26.
Hatfield, Stephen, High-st, Clapham, Plumber. June 8. Comp. Reg June 30.
Horan, Richd, Wolverhampton, Stafford, Printer. June 22. Comp Reg June 29.
Holden, Geo, sen, Leonard Lysaght Langley Hall, & Geo Holden, jun, Lpool, Merchants. June 1. Comp. Reg June 29.
Howells, David, Eirw, nr Pentypridd, Glamorgan, Draper. May 30. Comp. Reg June 26.
Hughes, Owen, Abergele, Denbigh, Chemist. June 25. Comp. Reg June 26.
Huxham, Hortensius, Swansea, Glamorgan, Mining Engineer. June 23. Comp. Reg June 26.
Isaacs, John, Preston, Lancaster, Boot Dealer. June 23. Comp Reg June 29.
Jones, James, St George's-rd, New Kent-rd, Waiter. June 19. Comp. Reg June 27.
Jones, Fredc, Oxford-st, Photographer. June 3. Asst. Reg June 27.
Jones, John Philip, & Jas Roger Thomas, Newport, Monmouth, Tailors. June 12. Comp. Reg June 29.
Lee, Fredk Jonathan, Bristol, Tea Dealer. June 3. Conv. Reg June 30.
Lennard, Joseph, Lambeth-walk, Cheesemonger. June 13. Comp. Reg June 30.
Levy, Alex, Cross-st, Islington, Butcher. June 23. Comp. Reg June 27.
Lilly, John, Crawford-passage, Farringdon-rd. May 31. Comp. Reg June 29.
Loyatt, Saml, Chester, Grocer. June 1. Comp. Reg June 27.
Lundgren, John, Garford-st, Poplar, Shipping Agent. June 19. Comp. Reg June 27.
Lyne, Thos, Rochester-row, Westminster, Leather Seller. June 23. Comp. Reg June 27.
Mannin, Thos, Lpool, Licensed Victualler. June 26. Comp. Reg June 30.
Martin, Nicholas Sem, Old Compton-st, Soho-sq, Commercial Traveller. June 26. Comp. Reg June 26.
McHeull, Wm, Gt Dover-st, Southwark, Draper. May 29. Asst. Reg June 26.
McRae, Geo, Bow, Nurseryman. June 29. Comp. Reg June 29.
Molyneux, Wm Hy, Birm, Chandelier Manufacturer. June 8. Asst. Reg June 30.
Nettleton, David, Hy Nettleton, Robt Nettleton, & John Fisher, Heckmondwicke, York, Woollen Manufacturers. June 11. Asst. Reg June 29.
Nicholson, John, Newcastle-upon-Tyne, out of business. June 10. Comp. Reg June 29.
Nickerson, Wm, & Edwd West, King William-st, Strand, Tailors. June 8. Asst. Reg June 29.
Pairpoint, Walter Alex, King-st, Soho, Water Guilder. June 29. Comp. Reg June 30.
Parker, Jas, H. M.'s Ship Cumberland, Surgeon. June 1. Comp. Reg June 26.
Philpot, John, West Smithfield, out of business. June 29. Comp. Reg June 30.
Powell, Joseph, Gt Yarmouth, Norfolk, Ship Builder. May 30. Comp. Reg June 26.
Price, Albina, Gloucester, Widow. June 2. Asst. Reg June 27.
Richards, Thos, Cinder-hill, Stafford, Grocer. June 12. Comp. Reg June 31.
Rudkin, Wm, Moulsham, Chelmsford, Essex, Grocer. June 11. Conv. Reg June 26.
Sargent, Thos Denny, Langham Hotel, Portland-pl, Gent. June 23. Comp. Reg June 29.
Schofield, Elijah, Blackburn, Lancaster, Broker. June 15. Asst. Reg June 29.
Scott, Jas Irvine, Tavistock-st, Strand, Newspaper Proprietor. June 30. Comp. Reg June 30.
Scriven, Job, Bristol, out of business. June 16. Asst. Reg June 29.
Smith, Geo Fabian, Birm, Comm Agent. June 24. Comp. Reg June 30.
Sollitt, Wm Hy, Kingston-upon-Hull, Grocer. June 3. Asst. Reg June 27.
Stevenson, Thos Hy Neracher, Cradley-heath, Stafford, Clothier. June 9. Asst. Reg June 26.
Tassell, John Jas, Devon's-rd, Bow-common, Corn Chandler. May 29. Comp. Reg June 26.
Taylor, John Sadler, Foster-lane, Agent. June 3. Asst. Reg June 27.
Tinmouth, Jas, & Geo Tinmouth, Sunderland, Durham, Sailmakers. June 5. Comp. Reg June 29.
Tovey, John, Bristol, Painter. June 26. Asst. Reg June 29.
Turner, Hy, St Martin's-le-Grand, Hosier. June 26. Comp. Reg June 29.
Wayte, John, Burton-on-Trent, Stafford, Grocer. May 29. Comp. Reg June 26.
Wilby, John, Bramley, Leeds, Grocer. June 6. Asst. Reg June 27.
Williams, Edwd, Bournemouth-ter, Peckham, Builder. June 25. Comp. Reg June 29.
Williams, John, Bideford, Devon, Ironmonger. June 8. Comp. Reg June 29.
Wright, John, Manch, Fancy Stationer. June 18. Asst. Reg June 29.

Bankrupts.

FRIDAY, June 26, 1868.

To Surrender in London.

Atlee, Wm, Vauxhall-st, Upper Kennington-lane, Lambeth, out of business. Pet June 24. Pepys. July 8 at 1. Neale, Kennington-pk-rd.
Baker, Wm, Kingsland-rd, Kingsland, Plasterer. Pet June 10. Pepys. July 15 at 11. Webb & Webb, Austin-friars.
Barling, Edwd Thos, Sheerness, Kent, Tailor. Adj June 19. July 9 at 2.
Barnes, Chas, Prisoner for Debt, Maidstone. Adj June 19. Pepys. July 8 at 2.
Barnes, Hy Norman, Prisoner for Debt, Maidstone. Adj June 19. Pepys. July 8 at 2.
Bennett, Thos, Prisoner for Debt, Maidstone. Adj June 19. Roche. July 15 at 12.
Blackman, Wm, Greenhithe, Kent, Licensed Victualler. Pet June 25. Roche. July 8 at 1. Lawrance & Co, Old Jewry Chambers.
Borras, Thos, Ransford-pl, Plough-rd, Rotherhithe, Brick Merchant. Pet June 22. Murray. July 6 at 12. Breden, London-wall.
Cameron, Edwd, Prisoner for Debt, London. Adj June 19. July 13 at 11.
Colton, Chas Edwd, Broad-st, Market-st, Stratford, Carpenter. Pet June 23. Pepys. July 6 at 2. Layton, jun, Navarino-cottage, Bow-rd.
Coyle, Jas, & Hy, Coyle, Prisoners for Debt, London. Pet June 24. Pepys. July 8 at 1. Pittman, Guildhall-chambers.
Fischel, Leopold, Northampton-pk, Balls-pond, Comm Agent. Pet June 20. July 9 at 12. Keighley, Old Jewry.

Fraser, Eliza Hannah, Nelson-pl, Holloway-rd, Cab Proprietor. Pet June 22. Roche. July 8 at 12. Rigby, Coleman-st.

Giffin, Joseph Edgar, Epping, Essex, Tailor. Pet June 23. Roche. July 8 at 12. Peckham, Gt Knight Rider-st, Doctors'-commons.

Godfrey, Wm, Granby-st, Waterloo-rd, Railway Constable. Pet June 22. Roche. July 8 at 12. Hope, Ely-pl, Holborn.

Griffith, Hy, Harvest-rd, Holloway, Working Jeweller. Pet June 23. July 9 at 1. Kimber, Gt Winchester-st-bldgs.

Graveley, Thos Wm, jun, Taylor-st, Woolwich, Decorator. Pet June 22. Pepys. July 8 at 12. Buchanan, Basinghall-st.

Hart, Richd, son, Hope-cottage, Wellington-avenue, Hammersmith, Plasterer. Pet June 23. Roche. July 8 at 12. Hope, Ely-pl, Holborn.

Holbrow, Wm, Winchester, out of business. Pet June 23. Roche. July 8 at 12. Westall & Roberts, Leadenhall-st.

Honnor, Wm, Prisoner for Debt, London. Adj June 18. July 13 at 11.

Kingsman, Geo, Prisoner for Debt, London. Adj June 18. July 13 at 11.

Kisch, Simon Abraham, Bedford-sq, Solicitor. Pet June 17. July 6 at 1. Chidley, Old Jewry.

Knights, Wm Rudd, Artillery-lane, Bishopsgate-st, Merchant. Pet June 13. July 13 at 12. Bannister & Co, Rectory House, Martin's-lane, Cannon-st.

Lloyd, Jas, Gracechurch-st, Printseller. Pet June 20. Murray. July 9 at 12. Dod & Longstaffe, Berner's-st, Oxford-st.

Lloyd, Jas, Prisoner for Debt, Maidstone. Adj June 19. Pepys. July 8 at 2.

Mitchell, Wm, Kensington-gardens-sq, Westbourne-grove, Court Milliner. Pet June 26. Roche. July 8 at 12. Ellerton & Macmullen, Kensington-gardens-sq.

Mott, Edwd, Prisoner for Debt, Maidstone. Adj June 19. July 9 at 2.

Newman, Geo, Southampton, Baker. Pet June 23. July 9 at 2. Peterson & Son, Bouverie-st.

Painter, Wm, Landport, Hants, Watchmaker. Pet June 24. Roche. July 8 at 1. Westall & Roberts, Leadenhall-st.

Pearse, Jas West, St. James'-rd, Holloway, Comm Traveller. Pet June 24. Pepys. July 8 at 1. Warrand, Newgate-st.

Pengelly, John, Prisoner for Debt, London. Adj June 18. Pepys. July 8 at 1.

Powley, Alfred, Warren-st, Tottenham-ct-rd, Painter. Pet June 20. Pepys. July 8 at 12. Harrison, Basinghall-st.

Prinz, Friedrich, East-st, Walworth, Journeyman Baker. Pet June 22. July 9 at 1. Pittman, Guildhall-chambers, Basinghall-st.

Pritchett, Geo Penrose, Prisoner for Debt, London. Adj June 18. July 13 at 11.

Reeves, Wm, Prisoner for Debt, Maidstone. Adj June 19. Roche. July 15 at 12

Simons, Geo Neil, Stanley-ter, Lower-rd, Deptford, Master Mariner. Pet June 23. Pepys. July 8 at 12. Pittman, Guildhall-chambers.

Simson, Chas Hudson, Prisoner for Debt, Springfield. Adj June 18. Pepys. July 8 at 1.

Smith, Joseph, Lewis-rd, Cold Harbour-lane, Camberwell, Baker. Pet June 20. July 9 at 12. Angell, Guildhall-yard.

Strangewayes, Richd, Portsmouth, Hants, Linendraper. Pet June 22. July 9 at 1. Mullens, Cheapside.

Tapper, Jas, Prisoner for Debt, London. Adj June 22. Roche. July 15 at 12.

Tyler, Joseph, Bromley Hall, Bow, Sawyer. Pet June 24. Roche. July 8 at 1. Drake, Cloak-lane, Cannon-st.

Venables, Wm, Binsey, near Oxford, Publican. Pet June 23. Pepys. July 8 at 12. Dobie, Basinghall-st.

Vincer, John, Prisoner for Debt, Maidstone. Adj June 19. Pepys. July 8 at 2.

Wetton, Hy McKenzie, Grosvenor-rd, Newington-green, Islington, out of business. Pet June 24. July 9 at 2. Boulton & Sons, Northampton-sq.

To Surrender in the Country.

Barnore, John, Worcester, Painter. Pet June 22. Crisp. Worcester, July 9 at 11. Tree, Worcester.

Barraclaff, Joseph Dashwood, Northampton, Boot Manufacturer. Pet June 22. Dennis. Northampton, July 9 at 12. Becke, Northampton.

Baylis, Lemuel, Prisoner for Debt, Bristol. Adj June 23 (for pau). Harley. Bristol, July 17 at 12.

Bennani, Mohamed, & Abdelslam Bennani, Manch, Merchants. Pet June 24. Macrae. Manch, June 9 at 12. Atkinson & Co, Manch.

Best, Robt, Prisoner for Debt, Kingston-upon-Hull. Adj June 10. Leeds, July 8 at 12.

Butler, Abraham Scott, Smethwick, Stafford, Plumber. Pet June 23. Watson. Oldbury, July 6 at 11. Shakespeare, Oldbury.

Chadwick, Jas, Prisoner for Debt, Lancaster. Adj June 18. Jackson. Rochdale, July 7 at 10.

Churchley, Hy, Cheltenham, Gloucester, Upholsterer. Pet June 22. Gale. Cheltenham, July 11 at 11. Potter, Cheltenham.

Clarke, Wm, Prisoner for Debt, Lancaster. Adj June 18. Hime. Lpool, July 8 at 3.

Collinson, John, Kingston-upon-Hull, Comm Agent. Pet June 24. Phillips. Kingston-upon-Hull, July 8 at 11. Leak, Hull.

Conslett, Thomas, Groeswen, Eglwysylan, Glamorgan, Collier. Pet June 23. Spickett. Pontypridd, July 11 at 12. Simons, Merthyr Tydfil.

Cripps, Thos, West Peckham, Kent, Labourer. Pet June 18. Scudamore. Maidstone, July 4 at 10. Rogers, Tonbridge.

Cross, Jas, Ramsbottom, Lancaster, Shuttlemaker. Pet June 22. Grundy. Bury, July 9 at 9. Anderton, Bury.

Dorricott, Jas, Wrockwardine Wood, Salop, Charter Master. Pet June 16. Newill. Wellington, July 17 at 11. James, Wellington.

Dunning, John Parnell, jun, Falmouth, Cornwall, Butcher. Pet June 22. Exeter, July 6 at 11. Terrell & Fetherick, Exeter.

Edwards, Jas, Orleton, Hereford, Labourer. Pet June 23. Robinson, Leominster, July 13 at 11. Gregg, Leominster.

Elkins, Geo, Romsey, Hants, Baker. Pet June 24. Tyler. Romsey, July 11 at 11. Mackey, Southampton.

Emmerson, Jas, Durham, Grocer. Pet June 19. Gibson. Newcastle-upon-Tyne, July 8 at 12. Ingledew & Daggett, Newcastle-upon-Tyne.

Evans, Lewis, Swansea, Glamorgan, Licensed Victualler. Pet June 6. Morris. Swansea, July 8 at 2. Morris, Swansea.

Fleming, Wm, Yew Green, nr Huddersfield, York, Grocer. Pet June 25. Leeds, July 6 at 11. Caries & Tempest, Leeds.

Fletcher, Wm, Romsey, Hampshire, Brewer's Manager. Pet June 23. Tylee. Romsey, July 11 at 11. Coxwell, Southampton.

Funnell, John, Brighton, Sussex, Printer. Pet June 19. Evershed. Brighton, July 8 at 11. Runnacles, Brighton.

Galloway, Geo, Charlton Kings, nr Cheltenham, Gloucester, Bootmaker. Pet June 23. Wilde. Bristol, July 8 at 11. Abbot & Leonard, Bristol.

Griffith, Saml, Redland, Bristol, Schoolmaster. Pet June 24. Wilde. Bristol, July 8 at 11. Henderson, Bristol.

Griffiths, Jas, Westbromwich, Stafford, Scrap Dealer. Pet June 17. Watson. Oldbury, July 6 at 11. Jackson, Westbromwich.

Harrison, Chas Silas, Chatham, Kent, Furniture Dealer. Pet June 22. Acworth. Rochester, July 10 at 2. Hayward, Rochester.

Hewlett, Jas, Boulton, Derby, Labourer. Pet June 6 (for pau). Weller. Derby, July 9 at 12. Briggs, Derby.

Hodgin, Thos Wentworth, Manch, Comm Agent. Pet June 24. Pardell. Manch, July 6 at 11. Sale & Co, Manch.

Holden, Richd, Prisoner for Debt, Manch. Adj June 16. Hulton. Salford, July 11 at 9.30.

Holt, Joshua, Mirfield, York, Cloth Fuller. Pet June 22. Nelson. Dewsbury, July 9 at 3. Ibberson, Dewsbury.

Honour, Ebenezer, Prisoner for Debt, Bristol. Adj June 22 (for pau). Harley. Bristol, July 17 at 12.

Hopkins, Wm, Tynmawr, Cardigan, Farmer. Pet June 24. Wilde. Bristol, July 8 at 11. Attwood, Aberystwith.

Hulbert, Saml, Long Eaton, Derby, Writing Clerk. Pet June 9. Weller. Derby, July 9 at 12. Briggs, Derby.

Hyde, John Cheetham, Prisoner for Debt, Manch. Adj June 16. Kay. Manch, July 7 at 9.30.

Jeffery, Thos, Prisoner for Debt, Wilts. Adj June 20. Wilson. Salisbury, July 11 at 10.

Johnson, Ralph, Sheen, Stafford, Draper. Pet June 24. Allen. Leek, July 9 at 11. Johnson, Leek.

Johnson, Benj, Prisoner for Debt, Warwick. Adj June 16. Tudor. Birm, July 10 at 12. James & Griffin, Birm.

Jones, John, Birm, out of business. Pet June 23. Guest. Birm, July 24 at 10. Burton, Birm.

Jones, Thos, Burton-upon-Trent, Iron Merchant. Pet June 22. Hubbersty. Burton-upon-Trent, July 7 at 11. Wilson, Burton-upon-Trent.

Jones, David, Cwmdare, Glamorgan, Innkeeper. Pet June 23. Rees. Aberdare, July 14 at 11. Plews, Merthyr Tydfil.

Lamb, Geo, Prisoner for Debt, Morpeth. Adj March 20. Crosby. Stockton-on-Tees, July 8 at 11. Clemmet, Stockton.

Lancey, Richd, Brendon, Devon, Shoemaker. Pet June 20. Bencraft. Barnstaple, July 14 at 12. Bencraft, Barnstaple.

Leek, Robt, Rawcliffe, York, Tailor. Pet June 17. Wilson. Goole, July 8 at 12. Harle, Leeds.

Leigh, Thos, Prisoner for Debt, Lancaster. Pet June 20. Ansdell. St. Helen's, July 8 at 11.

Mallinson, Joseph, Holmfirth, York, Watchmaker. Pet June 16. Jones. Holmfirth, July 13 at 10. Booth, Holmfirth.

Mason, Saml Scott, Cradley Heath, Stafford, Ironmonger. Pet June 24. Hill. Birm, July 8 at 12. Rowlands, Birm.

Metcalfe, Mary Ann, Darlington, Durham, Innkeeper. Pet June 22. Bowes. Darlington, July 10 at 10. Robinson, Darlington.

Michael, Wm, Swansea, Glamorgan, Beerhouse Keeper. Pet June 4. Morris. Swansea, July 8 at 2. Morris, Swansea.

Moorcroft, Thos, Prisoner for Debt, Derby. Adj June 15. Hubbersty. Burton-on-Trent, July 7 at 11. Wilson, Burton-on-Trent.

Mulligan, John, Prisoner for Debt, Manch. Pet June 20 (for pau). Kay. Manch, July 7 at 9.30. Ambler, Manch.

Newton, John, Prisoner for Debt, Bury. Adj June 16. Andrews. Sudbury, July 6 at 12.

Nixon, Fras Edwards, Prisoner for Debt, Bristol. Adj June 23 (for pau). Harley. Bristol, July 17 at 12.

Parker, Isaac, Wellington, Salop, Hawker. Pet June 10. Newill. Wellington, July 17 at 11. James, Wellington.

Partington, Oliver, Little Bolton, Lancaster, Spinner. Pet June 24. Holden. Bolton, July 8 at 11. Ramwell, Bolton.

Porteous, David, Manch, Bookkeeper. Pet June 23. Kay. Manch, July 7 at 9.30. Storer, Manch.

Quick, Edwd, Bradninch, Devon, Miller. Pet June 22. Exeter, July 6 at 11. Clark & Payne, Tiverton.

Reader, John, Prisoner for Debt, York. Adj June 13. Gill. Knaresborough, July 15 at 10. Capes, Knaresborough.

Richardson, Edwin, Derby, Boot Manufacturer. Pet June 23. Tudor. Birm, July 14 at 11. Moody, Derby.

Rotheram, John, Skelmersdale, Lancaster, Farmer. Pet June 20. Welsby. Ormskirk, July 9 at 10. Parr, Ormskirk.

Royle, Wm Pookes, Bucklow-hill, Chester, Farmer. Pet June 23. Macrae. Manch, July 6 at 11. Marsland & Addleshaw, Manch.

Sillitoe, Walter, Prisoner for Debt, Bury St Edmunds. Adj June 16. Andrews. Sudbury, July 6 at 12.

Somerset, John, Prisoner for Debt, Walton. Adj April 20. Hime. Lpool, July 9 at 3.

Stafford, Fras, Ilkeston, Derby, Tailor. Pet June 23. Tudor. Birm, July 14 at 11. Jessop, Crich.

Stansfield, Chas Trummer, & John Wm Stansfield, Sheffield, Cutlery Manufacturers. Pet June 25. Leeds, July 15 at 12. Ferneli, Sheffield.

Stone, Geo, Poole, Sailmaker. Pet June 23. Dickinson. Poole, July 10 at 3. Harker, Poole.

Thomas, Wm, Prisoner for Debt, Bristol. Adj June 24 (for pau). Harley, Bristol. July 17 at 12.

Wake, Walter Sage, Prisoner for Debt, Taunton. Adj June 13. Wilde. Bristol, July 7 at 11.

Walters, Sarah, Alfreton, Derby, Schoolmistress. Pet June 12 (for pau). Weller. Derby, July 9 at 12. Leech, Derby.

Weaver, Jas, Worcester, Beerhouse keeper. Pet June 23. Crisp. Worcester, July 15 at 11. Tree, Worcester.

Webster, Geo, Prisoner for Debt, Maidstone. Adj June 20. Acworth. Rochester, July 10 at 1.

Whincup, Wm, Prisoner for Debt, York. Adj June 13. Gill. Knaresborough, July 13 at 10. Capes, Knaresborough.

White, Chas, Spalding, Lincoln, Carriage Builder. Pet June 22. Bonner, Spalding, July 9 at 10. Selby, Spalding.
Williams, Thos, Hereford, Baker. Pet June 22. Reynolds, Hereford, July 8 at 10. Carless, jun, Hereford.
Willis, Eleanor Ann, Bradford, York, Fruitist. Pet June 19. Bradford, July 7 at 9.15. Hargreaves, Bradford.
Yeates, Saml, Bristol, Upholsterer. Pet June 22. Harley, Bristol, July 17 at 12. Miller.

TUESDAY, June 30, 1868.

To Surrender in London.

Acres, Fras Jas, Oxford-st, Upholsterer. Pet June 27. Murray, July 13 at 12. Pritchard & Englefield, Wellington-chambers, Bell-yard, Doctors'-commons.
Banks, John Hy, Prisoner for Debt, London. Pet June 27 (for pau). Roche. July 15 at 1. Drake, Basinghall-st.
Bartlett, Geo Hartnell, Aldersgate-st, Lithographer. Pet June 24. Pepys. July 15 at 11. Kynaston, King's Arms-yard.
Bowhay, Chas Hy, Regent-st, Chelsea, Coach Smith. Pet June 25. July 13 at 1. Ryan, Lincoln's-inn-fields.
Bridges, Stephen Robt, Cotton-st, Mile-end, Pavior. Pet June 26. Murray. July 13 at 12. Fenton, George-st, Mansion House.
Clarke, Chas, Prisoner for Debt, London. Pet June 25 (for pau). July 13 at 1. Popham, Basinghall-st.
Cohen, Alex, & Adolphe Albu, London-wall, General Warehousemen. Pet June 26. Murray. July 13 at 12. Brown, Basinghall-st.
Cohen, Abraham, Baker's-row, Whitechapel-rd, Slipper Manufacturer. Pet June 23. July 13 at 11. Steadman, London-wall.
Coomber, John, Prisoner for Debt, London. Adj June 22. July 13 at 11.
Darvill, Benj, Little Kimble, Buckingham, Dealer in Earthenware. Pet June 26. Murray. July 13 at 12. Cox, St Swithin's-lane.
Davies, David, Prisoner for Debt, London. Adj June 18. Pepys. July 15 at 11.
Duncan, Edwd Wills, Prisoner for Debt, London. Pet June 25 (for pau). Pepys. July 15 at 12. Harrison, Basinghall-st.
Fedeler, Herman Justus, Fairfoot-rd, Bow, out of business. Pet June 25. Murray. July 13 at 11. Brocklesby, Water-lane, Gt Tower-st.
George, Thos, Compton-st, Brunswick-sq, Smith. Pet June 24. July 13 at 12. Marshall, Lincoln's-inn-fields.
Hardmeat, Chas, Prisoner for Debt, London. Adj June 18. Pepys. July 15 at 11.
Lewis, Herbert, Prisoner for Debt, London. Adj June 22. July 13 at 1.
McHaffie, Robt, Mile-end-rd, Oil Dealer. Pet June 26. Pepys. July 15 at 12. Murray, Gt St Helen's.
Reed, Wm, Upper Charlton-st, Fitzroy-sq, Journeyman House Smith. Pet June 25. Murray. July 13 at 12. Marshall, Lincoln's-inn-fields.
Sawle, Richd, Warwick-st, Regent-st, Tailor. Pet June 25. July 13 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Smart, Thos, Prisoner for Debt, London. Adj June 18. Pepys. July 15 at 12.
Smith, Jas Wm, Prisoner for Debt, London. Pet June 25 (for pau). Roche. July 15 at 1. Popham, Basinghall-st.
Swann, Edwd Gibbon, Milman's-row, Chelsea, no occupation. Pet June 26. July 13 at 1. Stark, Friar-st, Doctor's-commons.
Todd, Wm Hurford, Jamaica-ter, West India Dock-rd, Surgeon. Pet June 26. July 13 at 2. Pittman, Guildhall-chambers, Basinghall-st.
Watson, Jonathan, Prisoner for Debt, London. Pet June 25 (for pau). Pepys. July 15 at 12. Popham, Basinghall-st.
White, Louisa, Prisoner for Debt, London. Adj June 18. Pepys. July 15 at 12.
Williams, John, jun, Prisoner for Debt, London. Pet June 27 (for pau). Brougham. July 13 at 2. Drake, Basinghall-st.
Wright, Chas, Silver-st, Golden-sq, Eating-house Keeper. Pet June 27. Pepys. July 15 at 1. Pittman, Guildhall-chambers.
Yates, Edmund Hodgson, Teddington, Literary Author. Pet June 26. Pepys. July 15 at 1. Dubois & Co, Church-passage, Gresham-st.

To Surrender in the Country.

Bateson, Robt Carr, Baxenden, Lancaster, Cotton Spinner. Pet June 26. Fardell. Manch, July 22 at 12. Richardson, Manch.
Beard, Wm, Burslem, Stafford, out of business. Pet June 27. Challinor. Hanley, July 18 at 11. Tomkinson, Burslem.
Bonvier, Jean, Prisoner for Debt, Lancaster. Adj June 18. July 14 at 11.
Brown, Richd, South Shields, Durham, out of business. Pet June 26. Wawn. South Shields, July 12 at 3. Mabane, South Shields.
Collins, Geo, Prisoner for Debt, London. Adj March 18. Acworth. Rochester, July 14 at 3.
Coupe, Wm, Manch, Grocer. Pet June 26. Macrae. Manch, July 10 at 11. Hodgson, Manch.
Cripps, Walter, Manch, out of business. Pet June 20. Fardell. Manch, July 13 at 12. Livett, Manch.
Crowsley, Thos, Wilshampstead, Cattle Dealer. Pet June 24. Hinrich. Bedford, July 17 at 10. Conquest & Stimson, Bedford.
Dewhurst, John, Pendleton, Manch, out of business. Pet June 27. Hulton. Salford, July 11 at 9.30. Hampson, Manch.
Dickinson, Wm Chas, & Ewd Wilson Myers, Barrow-in-Furness, Lancaster, Ironmongers. Pet June 27. Macrae. Manch, July 10 at 12. Sale & Co, Manch.
Dodge, Geo Joseph, Cambridge, Ironmonger. Pet June 26. Eaden. Cambridge, July 13 at 3. Hunt, Cambridge.
Drake, Richd, Norwich, out of business. Pet June 26. Palmer. Norwich, July 13 at 11. Sadd, Norwich.
Edge, Wm, Chorlton-upon-Medlock, Manch, Clerk. Pet June 27. Fardell. Manch, July 15 at 11. Milne, Manch.
Edwards, Thos, Camborne, Cornwall, Miner. Pet June 25. Peter. Redruth, July 15 at 11.
Gauntlett, Jas, Portsea, Hants, Baker. Pet June 24. Howard. Portsea. July 21 at 12. Stening, Portsea.
Goodwin, Wm, Birm, Wood Turner. Pet June 26. Guest. Birm, July 24 at 10. Rowlands, Birm.
Goodwin, Wm, Chesterfield, Derby, Land Agent. Pet June 27. Wake. Chesterfield, July 28 at 11. Shipton, Chesterfield.
Graham, Sir Sandford, Croft-y-Bwla, Monmouth, Baronet. Pet June 23. Wilde. Bristol, July 10 at 11. Press & Co, Bristol.
Hall, Wm, Horncastle, Pig Jobber. Pet June 25. Clitherow. Horncastle, July 9 at 11. Adcock, Horncastle.
Harvey, John, Sussex, Brighton, Beershop Keeper. Pet June 24. Eversbed. Brighton, July 14 at 11. Lambe, Brighton.
Hinchliffe, Jamer, Holmfirth, York, Coal Merchant. Pet June 26. Leeds, July 13 at 11. Bond & Barwick, Leeds.
Inglis, David Alexander, Lpool, Brewer's Agent. Pet June 24. Hime, Lpool, July 10 at 3. Ritson, Lpool.
Lawrence, Robt, Brighton, Cook. Pet June 24. Eversbed. Brighton, July 13 at 11. Runnacles, Brighton.
Lewis, Owen, Brynconwy, Flint, Lime Burner. Pet June 27. Sisson, St Asaph, July 15 at 12. Roberts, St Asaph.
Lockett, John, Wolverhampton, Stafford, Baker. Pet June 16. Brown, Wolverhampton, July 18 at 12. Thurstans & Cartwright, Wolverhampton.
Marcroft, Jas Sowerby, Sprotborough, York, Butcher. Pet June 26. Leeds, July 15 at 12. Fernell, Sheffield.
Martin, Edwd, Hanley, Stafford, out of business. Pet June 27. Hill, Birm, July 15 at 12. Richardson, Birm.
Matthews, Wm, Cardiff, Glamorgan, Mason. Pet June 27. Langley, Cardiff, July 11 at 11. Morgan, Cardiff.
Mess, Wm, Prisoner for Debt, Durham. Adj June 17. Greenwell, Durham, July 11 at 11. Marshall, jun, Durham.
Norris, Chas, Ingatestone, Essex, Gent. Pet June 25. Gepp. Chelmsford, July 16 at 11. Greenwood, Gt James-st.
Oates, Thos, Cathedral Hotel. Pet June 27. Wilde. Bristol, July 11 at 11. Lawrence & Co, Old Jewry-chambers.
Palmer, Saml Burton, Brighton, Sussex, Ironmonger. Pet June 24. Eversbed. Brighton, July 13 at 11. Runnacles, Brighton.
Petty, Hy, Southampton, Carpenter. Pet June 27. Thorndike, Southampton, July 15 at 12. Mackey, Southampton.
Punchard, Wm Tucker, Dartmouth, Devon, Innkeeper. Pet June 23, Bryett. Totnes, July 15 at 12. Nelson, Dartmouth.
Sharp, Edwin, Child Okeford, Dorset, Carpenter. Pet June 24. Johns. Blandford, July 11 at 3. Atkinson, Blandford.
Shaw, John Hy, Bury, Lancaster, Compositor. Pet June 25. Grundy, Bury, July 16 at 10. Anderton, Bury.
Teague, Edwin, Padstow, Cornwall, Hotel Keeper. Pet June 19. Exeter, July 10 at 12. Gray, Exeter.
Thomas, John, Newport, Monmouth, Baker. Pet June 27. Wilde. Bristol, July 11 at 11. Press & Co, Bristol.
Westwood, John, Tipton, Stafford, Chartermaster. Pet June 24. Walker. Dudley, July 11 at 11. Stokes, Dudley.
Wightman, Jas Wm, Shorncliffe Camp, Ensign in the Military Train. Pet June 27. Brockman. Folkestone, July 13 at 3. Minter, Folkestone.
Williams, Wm, Pontypridd, Glamorgan, Licensed Victualler. Pet June 24. Spickett. Pontypridd, July 11 at 12. Thomas, Pontypridd.
Wilson, Chas, Lpool, Licensed Victualler. Pet June 24. Hime. Lpool, July 10 at 3.30. Blackhurst, Lpool.
Winterflood, Wm, Brighton, Sussex, Painter. Pet June 25. Eversbed. Brighton, July 14 at 11. Runnacles, Brighton.
Wright, Eli, Ashton-under-Lyne, Lancaster, Journeyman Dyer. Pet June 26. Worthington. Ashton-under-Lyne, July 17 at 12. Bent, Manch.
Yates, Hy Chas, Brooklands, Chester, out of business. Pet June 26. Fardell. Manch, July 14 at 11. Sutcliffe & Rodgers, Manch.

BANKRUPTCY ANNULLED.

TUESDAY, June 30, 1868.

Mason, John Gurney, Albert-ter, Rosherville, no occupation. June 25.